

SHAREHOLDERS' AGREEMENT

THIS SHAREHOLDERS' AGREEMENT (this "Agreement") is entered into on August 4, 2023 (the "Signing Date"), by and among:

- (1) BrainAurora Medical Technology Limited, an exempted company duly incorporated with limited liability and validly existing under the Laws of the Cayman Islands (the "Company");
- (2) the parties listed on Part I of Exhibit A attached hereto ("the Investors" or "NLVC");
- (3) the parties listed on Part II of Exhibit A attached hereto (the "Other Investors");
- (4) the parties listed on Part III of Exhibit A attached hereto (the "Founder Parties", and each a "Founder Party"); and
- (5) the parties listed on Part IV of Exhibit A attached hereto (the "Major Subsidiaries", and each a "Major Subsidiary").

Each of the forgoing parties is referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

The Parties intend to enter into this Agreement and make the respective representations, warranties, covenants and agreements set forth herein on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

Unless otherwise defined in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth in Exhibit B.

2. RIGHTS IN RESPECT OF SHARE TRANSFER

2.1 Rights in Respect of Share Issuance or Transfer. The Investors shall have certain rights as set forth in Exhibit C.

2.2 Transfer Defined. For the purpose of this Agreement, the term "transfer" shall include any direct or indirect transfer, sale, assignment or any other disposal (including creation of any encumbrance), and its verb form and the terms of "transferor" and "transferee" shall have the meaning correlative to the foregoing. In the case that any Ordinary Share is held by its ultimate beneficial owner through one or more level of holding companies, any transfer, repurchase, or new issuance of the shares of such holding companies or similar transactions that have the effect of change the beneficial ownership of such Ordinary Share shall be deemed as an indirect transfer of such

Ordinary Shares. The Parties agree that the restrictions on the transfer of the Ordinary Shares contained in this Agreement shall apply to such indirect transfer and shall not be circumvented by means any indirect transfer of the Ordinary Shares. Notwithstanding anything to the contrary contained herein, in respect of CICC, the foregoing and the transfer restrictions contained in this Agreement (including the Exhibit C) and the Articles shall not apply to (i) the direct or indirect transfer of any Equity Securities of the Company by CICC to its Affiliates, (ii) the direct or indirect transfer by any limited partner of CICC, or (iii) any direct or indirect transfer of any share capital of China International Capital Corporation Limited.

2.3 New Shareholders. Unless otherwise approved by the Board (including the affirmative vote of the NLVC Director), any new shareholder of the Company who is not already a Party to this Agreement shall, not later than the time that it becomes a shareholder of the Company, agree in writing that it adhere to, and be bound by, the terms of this Agreement as a Party to this Agreement.

2.4 Prohibited Issuance or Transfer Void. The Company agrees that any issuance or transfer of Shares not made in compliance with this Agreement, the Articles or any applicable Laws, shall be null and void as against the Company, shall not be recorded on the register of members of the Company and shall not be recognized by the Company.

3. ADDITIONAL AGREEMENTS

3.1 Non-Competition. Each Founder undertakes, and shall procure each of the other key employees to undertake, to the Investors that commencing from the Signing Date until his resignation or departure from any Group Company, he shall not, either on his own account or through any of his Affiliates, or in conjunction with or on behalf of any other Person: (i) be engaged or invest, directly or indirectly in any business in competition with the business engaged by any Group Company; (ii) provide service of any form to any entity engaged in any business in competition with the business engaged by any Group Company (including businesses of any supplier or client of the Group Companies); or (iii) solicit or entice away or attempt to solicit or entice away to a competitor from any Group Company, any employee, consultant, supplier, customer, client, representative, or agent of such Group Company.

3.2 Anti-Corruption. Each of the Group Companies covenants that it shall not, and shall not permit any of its Subsidiaries or Affiliates or any of its or their respective directors, administrators, officers, managers, board of directors (supervisory and management) members, employees, independent contractors, representatives or agents to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, any non-U.S. official, in each case, in violation of the FCPA or any other applicable anti-bribery or anti-corruption Law of any other jurisdiction. The Company further covenants that it shall, and shall cause each of its Subsidiaries and Affiliates to, cease all of its or their respective activities, as well as remediate any actions taken by the Company, its Subsidiaries or Affiliates, or any of its or their respective directors, administrators, officers, managers, board of directors (supervisory and management) members, employees, independent contractors, representatives or agents in violation of the FCPA or any other applicable anti-bribery or anti-corruption Law. The Company further covenants that it shall, and shall cause each of its Subsidiaries and Affiliates to, maintain systems of internal controls

(including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA or any other applicable anti-bribery or anti-corruption Law.

3.3 Articles. In the event of any conflict or inconsistency between any of the terms of this Agreement and any of the terms of the Articles, the terms of this Agreement shall prevail in all respects as regards the Parties (other than the Company), the Parties (other than the Company) shall give full effect to and act in accordance with the provisions of this Agreement over the provisions of the Articles, and the Parties (other than the Company) shall exercise all voting and other rights and powers (including to procure any required alteration to the Articles to resolve such conflict or inconsistency) to make the provisions of this Agreement effective.

3.4 Internal Control System. The Group Companies shall maintain their books and records in accordance with sound business practices and implement and maintain an adequate system of procedures and controls with respect to finance, management, and accounting that meets national standards of good practice and is reasonably satisfactory to the NLVC Director to provide reasonable assurance that (i) transactions by it are executed in accordance with management's general or specific authorization, (ii) transactions by it are recorded as necessary to permit preparation of financial statements in conformity with GAAP, consistently applied, and to maintain asset accountability, (iii) access to assets of it is permitted only in accordance with management's general or specific authorization, (iv) segregating duties for cash deposits, cash reconciliation, cash payment, proper approval is established, and (v) no personal assets or bank accounts of the employees, directors, officers are mingled with the corporate assets or corporate bank account, and no Group Company uses any personal bank accounts of any employees, directors, officers thereof during the operation of the business.

4. MISCELLANEOUS

4.1 Governing Law. This Agreement shall be governed by and construed exclusively in accordance with the Laws of Hong Kong without giving effect to any choice of law rule that would cause the application of the Laws of any jurisdiction other than the internal Laws of Hong Kong to the rights and duties of the Parties hereunder.

4.2 Dispute Resolution.

(i) Any dispute, controversy or claim arising out of, in connection with or relating to this Agreement, including the interpretation, validity, invalidity, breach or termination hereof, shall be settled by arbitration.

(ii) The arbitration shall be conducted in Hong Kong at the Hong Kong International Arbitration Centre in accordance with its rules in effect (the "HKIAC Rules"), which rules are deemed to be incorporated by reference into this subsection (ii). The arbitration tribunal shall consist of three (3) arbitrators to be appointed according to the HKIAC Rules. The arbitration shall be conducted in English language.

(iii) Each Party shall cooperate with the other in making full disclosure of and providing complete access to all information and documents requested by the other in connection with such arbitration proceedings, subject only to any

doctrine of legal privilege or any confidentiality obligations binding on such Party.

(iv) The costs of arbitration shall be borne by the losing Party, unless otherwise determined by the arbitration tribunal.

(v) When any dispute occurs and when any dispute is under arbitration, except for the matters in dispute, the Parties shall continue to fulfill their respective obligations and shall be entitled to exercise their rights under this Agreement.

(vi) The award of the arbitration tribunal shall be final and binding upon the Parties, and the prevailing Party may apply to a court of competent jurisdiction for enforcement of such award.

(vii) The Parties understand and agree that this provision regarding arbitration shall not prevent any Party from pursuing preliminary equitable or injunctive relief in a judicial forum pending arbitration in order to compel another Party to comply with this provision, to preserve the status quo prior to the invocation of arbitration under this provision, or to prevent or halt actions that may result in irreparable harm. A request for such equitable or injunctive relief shall not waive this arbitration provision.

4.3 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by facsimile or registered or certified mail (postage prepaid, return receipt requested) or electronic mail to the respective Parties at the addresses specified on Part IV of Exhibit A (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 4.3).

Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a written confirmation of delivery, and to have been effected at the earlier of (i) delivery (or when delivery is refused) and (ii) expiration of two (2) Business Days after the letter containing the same is sent as aforesaid. Where a notice is sent by facsimile or electronic mail, service of the notice shall be deemed to be effected by properly addressing, and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid, if such day is a Business Day and if sent during normal business hours of the recipient, otherwise the next Business Day. Notwithstanding the foregoing, to the extent a "with a copy to" address is designated, notice must also be given to such address in the manner above for such notice, request, consent or other communication hereunder to be effective.

4.4 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties whose rights or obligations hereunder are affected by such terms and conditions. This Agreement, and the rights and obligations hereunder, shall not be assigned without the mutual written consents of the Investors and the Company; provided that the Investors may assign its rights and

obligations to its Affiliate or third party without consent of the other Parties under this Agreement; provided further that the assignee shall execute and deliver such documents and take such other actions as may be necessary for such assignee to join in and be bound by the terms of this Agreement as an "Investor" (if not already a Party hereto) upon and after such assignment.

4.5 Severability. In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected thereby. If, however, any provision of this Agreement shall be invalid, illegal, or unenforceable under any such applicable Laws in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such Law.

4.6 Waiver and Amendment. This Agreement may only be amended or modified by an instrument in writing signed by all parties; provided that any Party may (a) extend the time for the performance of any of the obligations or other acts of another Party, (b) waive any inaccuracies in the representations and warranties of another Party contained herein or in any document delivered by another Party pursuant hereto or (c) waive compliance with any of the agreements of another Party or conditions to such Party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

4.7 Interpretation. For all purposes of this Agreement, except as otherwise expressly provided, (a) the defined terms shall have the meanings assigned to them in its definition and include the plural as well as the singular, and pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms; (b) all references in this Agreement to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of the body of this Agreement unless explicitly stated otherwise, and all references in this Agreement to designated exhibits are to the exhibits attached to this Agreement unless explicitly stated otherwise, (c) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision, (d) the word "knowledge" means, with respect to a Person's "knowledge", the actual knowledge of such Person and that knowledge which should have been acquired by it after making due inquiry, (e) the titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement, (f) any reference in this Agreement to any "Party" or any other Person shall be construed so as to include its successors in title, permitted assigns and permitted transferees, (g) any reference in this Agreement to any agreement or instrument is a reference to that agreement or instrument as amended or novated and (h) this Agreement is jointly prepared by the Parties and should not be interpreted against any Party by reason of authorship.

4.8 Entire Agreement. This Agreement and other Transaction Documents (as defined in the Series A Share Purchase Agreement) constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter

hereof and thereof.

4.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and e-mailed copies of signatures shall be deemed to be originals for purposes of the effectiveness of this Agreement.

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IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

GROUP COMPANIES:

For and on behalf of
BrainAurora Medical Technology Limited

By: 
Name: Xiaoyi WANG 王晓怡
Title: Director

For and on behalf of
BrainAurora Limited

By: 
Name: Xiaoyi WANG 王晓怡
Title: Director

For and on behalf of
Zhejiang Zhiling Ruidong Medical Technology Co., Ltd.
(浙江智灵睿动医疗科技有限公司) (盖章)

By: 
Name: Xiaoyi WANG 王晓怡
Title: Director

For and on behalf of
Beijing Zhi Jingling Technology Co., Ltd.
(北京智精灵科技有限公司) (盖章)

By: 
Name: Xiaoyi WANG 王晓怡
Title: Director

For and on behalf of
BrainAurora (HK) Medical Technology Limited

By: 
Name: Xiaoyi WANG 王晓怡
Title: Director

For and on behalf of
Zhejiang Naodong Jiguang Medical Technology Co., Ltd.
(浙江脑动极光医疗科技有限公司) (盖章)

By: 
Name: Xiaoyi WANG 王晓怡
Title: Director

For and on behalf of
Changsha Zhi Jingling Education Technology Co., Ltd.
(长沙智精灵教育科技有限公司) (盖章)

By: 
Name: Xiaoyi WANG 王晓怡
Title: Director

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

For and on behalf of
ZTan Limited

By: 
Name: Zheng TAN 譚鋒
Title: Director

For and on behalf of
Wiseforward Limited

By: 
Name: Xiaoyi WANG 王晓怡
Title: Director

For and on behalf of
Wispirits Limited

By: 
Name: Xiaoyi WANG 王晓怡
Title: Director

For and on behalf of
Neurobright Limited

By: 
Name: Xiaoyi WANG 王晓怡
Title: Director

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

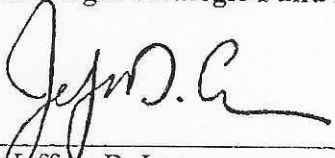
THE INVESTORS:

For and on behalf of
Northern Light Strategic Fund IV L.P.

By: _____

Name: Jeffrey D. Lee

Title: Director

A handwritten signature in black ink, appearing to read "Jeffrey D. Lee", written over a horizontal line.

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

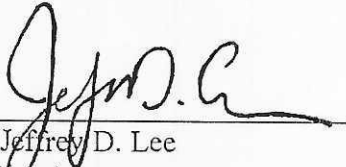
THE INVESTORS:

For and on behalf of
Northern Light Venture Fund IV L.P.

By: _____

Name: Jeffrey D. Lee

Title: Director

A handwritten signature in black ink, appearing to read "Jeffrey D. Lee", is written over a horizontal line. The signature is fluid and cursive.

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

THE INVESTORS:

For and on behalf of
Northern Light Partners Fund IV L.P.

By: _____

Name: Jeffrey D. Lee

Title: Director

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

OTHER INVESTORS:

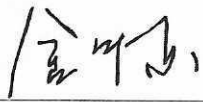
For and on behalf of
Crusky Limited

By: 李明秋
Name: Mingqiu LI 李明秋
Title: Director

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

OTHER INVESTORS:

For and on behalf of
Healthbloom Limited

By: 
Name: Yedong JIN 金叶东
Title: Director

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

OTHER INVESTORS:

For and on behalf of
Integriness Limited

By: 

Name: Xiaohang SU 苏晓航

Title: Director

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

OTHER INVESTORS:

For and on behalf of
Anji Shundian Limited

By: 

Name: Guanfei LIANG 梁关飞

Title: Director

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

OTHER INVESTORS:

For and on behalf of
Ambertech Limited

By: 

Name: Qing LI 利青

Title: Director

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

OTHER INVESTORS:

For and on behalf of
Jenny Wang Limited

By: 王洁
Name: Jie WANG 王洁
Title: Director

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

OTHER INVESTORS:

For and on behalf of

China Frontier Capital Holding Limited 中國方大資本控股有限公司

By:  _____

Name: LU YAJUN

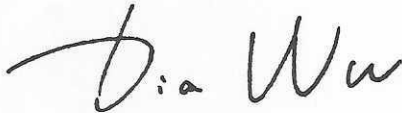
Title: Director

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

OTHER INVESTORS:

For and on behalf of
CICC Healthcare Investment Fund, L.P.

**Acting through its general partner, CICC
Healthcare Investment Management
Limited**



By: _____
Name: *Xia Wu*
Title: *Director*

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

OTHER INVESTORS:

For and on behalf of

CICC Healthcare Investment Fund, L.P.

**Acting through its general partner, CICC
Healthcare Investment Management
Limited**

By: _____

Name:

Title:

By: Jin Wang

Name: Jin WANG

Title: Director

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

OTHER INVESTORS:

For and on behalf of

Beijing Pegasus Travel Star Enterprise Management Co., Ltd.
北京飞马旅之星企业管理有限公司

By: _____

Name: Yujiao YAN

Title: Director



IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

OTHER INVESTORS:

For and on behalf of
Shenzhen Fengrui Dingxing Equity Investment Fund Partnership (Limited Partnership) 深圳沣瑞鼎兴股权投资基金合伙企业（有限合伙）



By: Xuexing LI
Name: Xuexing LI
Title: Managing Partner

IN WITNESS WHEREOF, the Parties have duly executed this Shareholders' Agreement as of the date first above written.

OTHER INVESTORS:

Guangwei HUANG 黄光伟

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

EXHIBIT A
PARTIES

Part I The Investors

1. Northern Light Strategic Fund IV L.P. an exempted company duly incorporated and validly existing under the Laws of Cayman Island;
2. Northern Light Venture Fund IV L.P., an exempted company duly incorporated and validly existing under the Laws of Cayman Island;
3. Northern Light Partners Fund IV L.P., an exempted company duly incorporated and validly existing under the Laws of Cayman Island (together with Northern Light Strategic Fund IV L.P., Northern Light Venture Fund IV L.P., “the Investors” or “NLVC”).

Part II Other Investors

1. Crusky Limited, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands;
2. Healthbloom Limited, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands;
3. Integriness Limited, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands;
4. Anji Shundian Limited, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands;
5. Ambertech Limited, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands;
6. Jenny Wang Limited, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands;
7. China Frontier Capital Holding Limited 中國方大資本控股有限公司, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands;
8. Beijing Pegasus Travel Star Enterprise Management Co., Ltd. 北京飞马旅之星企业管理有限公司, a limited liability company duly established and existing under the Laws of the PRC;
9. Shenzhen Fengrui Dingxing Equity Investment Fund Partnership (Limited Partnership) 深圳沣瑞鼎兴股权投资基金合伙企业（有限合伙）, a limited partnership duly established and existing under the Laws of the PRC;
10. Guangwei HUANG 黄光伟, a Hong Kong citizen (Passport ID Number: KJ0782325);
11. CICC Healthcare Investment Fund, L.P. (“**CICC**”), an exempted limited partnership incorporated and existing under the Laws of the Cayman Islands;

Part III Founder Parties

1. ZTan Limited, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands, which is wholly owned by Tan Zheng (谭铮), a PRC citizen (PRC residential ID Number: 110102197802102398);
2. Wispirits Limited, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands, which is wholly owned by Wang Xiaoyi (王晓怡), a PRC citizen (PRC residential ID Number: 110108197804066333) (together with Tan Zheng, the “Founders” and each a “Founder”);
3. Wiseforward Limited, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands;
4. Neurobright Limited, a business company duly incorporated and validly existing under the Laws of the British Virgin Islands;

Part IV Major Subsidiaries

1. BrainAurora Limited, a limited liability company duly incorporated and existing under the Laws of the British Virgin Islands (the “BVI Company”), which is wholly owned by the Company;
2. BrainAurora (HK) Medical Technology Limited, a limited liability company duly established and existing under the Laws of Hong Kong (the “HK Company”), which is wholly owned by the BVI Company;
3. Zhejiang Zhiling Ruidong Medical Technology Co., Ltd (浙江智灵睿动医疗科技有限公司), a wholly foreign owned enterprise established under the Laws of the PRC (the “WFOE”), which is wholly owned by the HK Company;
4. Zhejiang Naodong Jiguang Medical Technology Co., Ltd (浙江脑动极光医疗科技有限公司), a limited liability company duly established and existing under the Laws of the PRC (the “Naodong Jiguang”);
5. Beijing Zhijingling Technology Co., Ltd. (北京智精灵科技有限公司), a limited liability company duly established and existing under the Laws of the PRC (the “Beijing Zhijingling”); and
6. Changsha Zhijingling Education Technology Co., Ltd. (长沙智精灵教育科技有限公司), a limited liability company duly established and existing under the Laws of the PRC (the “Changsha Zhijingling”) (the “Beijing Zhijingling” together with Changsha Zhijingling, the “Domestic Companies” and each a “Domestic Company”).

Part V Notice Address

For the purpose of the notice provisions contained in this Agreement, the following are the initial addresses of each Party:

If to the Covenantors:

Attn: Wang Xiaoyi
Address: Suite 201, Building A, No.135 Qinghe Road, Haidian District, Beijing, PRC
Tel: 010 62965575
Email: wangxiaoyi@66nao.com

If to the NLVC:

Attn: Jeffrey David Lee/Canny Chan
Address: Suite 2210, Two Pacific Place, 88 Queensway, Admiralty, Hong Kong
Tel: +852 2281 6200
Email: jdl@nlvc.com

EXHIBIT B DEFINITIONS

"Affiliate"	means, with respect to a Person, any other Person that, directly or indirectly, Controls, is Controlled by or is under common Control with such Person. In the case of any individual, his spouse, child, brother, sister, parent, the relatives of such spouse, trustee of any trust in which such individual or any of his immediate family members is a beneficiary or a discretionary object, or any entity or company Controlled by any of the aforesaid Persons. In the case of each Investor, the term "Affiliate" also includes (v) any shareholder of the Investor, (w) any of such shareholder's or Investor's general partners or limited partners, (x) the fund manager managing or advising such shareholder or Investor (and general partners, limited partners and officers thereof) and other funds managed or advised by such fund manager, and (y) trusts controlled by or for the benefit of any such Person referred to in (v), (w) or (x), and (z) any fund or holding company formed for investment purposes that is promoted, sponsored, managed, advised or serviced by the Investor.
"Articles"	means memorandum and articles of association, (including the Schedule(s) thereto), as amended and restated from time to time.
"Business Day"	means any day that is not a Saturday, Sunday, public holiday or other day on which commercial banks are required or authorized by Law to be closed in the British Virgin Islands, Cayman Islands, Hong Kong, New York, or the PRC.
"Charter Documents"	means, with respect to a particular legal entity, the articles of incorporation, certificate of incorporation, formation or registration (including, if applicable, certificates of change of name), memorandum of association, articles of association, bylaws, articles of organization, limited liability company agreement, trust deed, trust instrument, operating agreement, joint venture agreement, business license, or similar or other constitutive, governing, or charter documents, or equivalent documents, of such entity.
"Control"	means, with respect to a Person, the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise; provided, that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes

	entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person. The terms “Controlled” and “Controlling” have meanings correlative to the foregoing.
"Covenantor"	means each of the Group Companies and Founder Parties.
"CSRC"	means the China Securities Regulatory Commission
"Directors" or "Board of Directors"	means the Directors of the Company for the time being, or as the case may be, the Directors assembled as a Board or as a committee thereof.
"Electronic Record"	means the expression in the Electronic Transactions Act (Revised), as amended from time to time.
"ESOP"	means the employee share incentive plan of the Company which involves the grant or issuance of Ordinary Shares (or options therefor) to employees, officers, directors, contractors, advisors or consultants of a Group Company.
"Equity Securities"	means, with respect to any Person that is a legal entity, any and all shares of capital stock, membership interests, units, profits interests, ownership interests, equity interests, registered capital, and other equity securities of such Person, and any right, warrant, option, call, commitment, conversion privilege, preemptive right or other right to acquire any of the foregoing, or security convertible into, exchangeable or exercisable for any of the foregoing, or any Contract providing for the acquisition of any of the foregoing.
"FCPA"	means the Foreign Corrupt Practices Act, as amended, supplemented and otherwise modified from time to time.
"GAAP"	means the local applicable generally accepted accounting principles.
"Governmental Authority"	means any government of any nation, federation, province or state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality of the PRC or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.
"Group Company"	means each of the Company and its Major Subsidiaries, and “Group Companies” refers to all of the Group Companies

collectively.

"Hong Kong"

means the Hong Kong Special Administrative Region of the PRC.

"Intellectual Property"

means any and all (i) patents, patent rights and applications therefor and reissues, reexaminations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and registrations and applications therefor, author's rights and works of authorship (including artwork, software, computer programs, source code, object code and executable code, firmware, development tools, files, records and data, and related documentation), (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary processes, technology, formulae, and algorithms and other Intellectual Property, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, and (vii) the goodwill symbolized or represented by the foregoing.

"Law"

means any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any formally issued written interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended, and any and all applicable Governmental Orders.

"Lien"

means any claim, charge, easement, encumbrance, lease, covenant, security interest, lien, option, pledge, rights of others, or restriction (whether on voting, sale, transfer, disposition or otherwise), whether imposed by Contract, understanding, Law, equity or otherwise.

"Listing"

means the initial offering and listing of the Ordinary Shares on the Main Board of the Hong Kong Stock Exchange

"Listing Vehicle"

means the Company or another entity (whether or not in existence as of the date hereof) approved by the Super Majority Holders that directly or indirectly owns, or carries on all or substantially all of the business or assets of the Group Companies, and the Equity Securities of which are

or are intended to be listed pursuant to an IPO.

"Ordinary Shares"	means the Company's ordinary shares, par value US\$0.0001 each, with the rights and privileges as set forth in the Articles.
"Ordinary Shareholder"	means any holder of the issued and outstanding Ordinary Shares.
"Person"	means, shall be construed as broadly as possible and shall include an individual, a partnership (including a limited liability partnership), a company, an association, a joint stock company, a limited liability company, a trust, a joint venture, a legal person, an unincorporated organization and a Governmental Authority.
"PRC"	means the People's Republic of China, solely for purposes of this Agreement, excluding Hong Kong, the Macau Special Administrative Region and the islands of Taiwan.
"Principal Business"	means the business as currently conducted or to be conducted by the Group Companies, or such other business as approved by the Board.
"Series A Issue Date"	means the Series A financing of Naodong Jiguang on August, 2016.
"Series A Original Issue Price"	means the price per share at which the shares of Naodong Jiguang were issued on August, 2016, subject to adjustments made for share splits, share subdivision, share combination and the like.
"Series A Preferred Shares"	means collectively, the Series A-1 Preferred Shares and Series A-2 Preferred Shares.
"Series A Preferred Shareholder(s)"	means collectively, the holder(s) of Series A-1 Preferred Shares and Series A-2 Preferred Shares.
"Series A-1 Preferred Shares"	means the series A-1 preferred shares in the capital of the Company with a nominal or par value of US\$0.0001 each.
"Series A-1 Preferred Shareholder(s)"	means the holder(s) of the Series A-1 Preferred Shares.
"Series A-2 Preferred Shares"	means the series A-2 preferred shares in the capital of the Company with a nominal or par value of US\$0.0001 each.
"Series A-2 Preferred Shareholder(s)"	means the holder(s) of the Series A-2 Preferred Shares.
"Shareholders"	means the holder of the Shares.

"Subsidiary"	means, as of the relevant date of determination, with respect to any Person (the "subject entity"), (i) any Person (x) more than fifty percent (50%) of whose shares or other interests entitled to vote in the election of directors or (y) more than a fifty percent (50%) interest in the profits or capital of such Person are owned or controlled directly or indirectly by the subject entity or through one (1) or more subsidiaries of the subject entity, (ii) any Person whose assets, or portions thereof, are consolidated with the net earnings of the subject entity and are recorded on the books of the subject entity for financial reporting purposes in accordance with GAAP, consistently applied, or (iii) any Person with respect to which the subject entity has the power to otherwise direct the business and policies of that entity directly or indirectly through another subsidiary.
"Super Majority Holders"	means the holders of at least two-thirds (2/3) of the voting power of the then issued and outstanding Ordinary Shares and Preferred Shares (voting together as a single class and calculated on an as-converted basis).
"Stock Exchange"	means the Stock Exchange of Hong Kong Limited, a wholly-owned subsidiary of Hong Kong Exchanges and Clearing Limited.
" <u>U.S.</u> "	means the United States of America.
" <u>US\$</u> "	means the lawful currency of the United States of America.

EXHIBIT C

Rights, Preferences and Privileges of the Founder Parties, the Investors and the holders of the Series A Preferred Shares

This Exhibit C is an attachment to the main body of the Shareholders' Agreement and forms a part of the Shareholders' Agreement. All provisions set out in the main body of the Shareholders' Agreement shall be read and construed in conjunction with and shall be subject to the terms set out in this Exhibit C. In the event of any difference between the provisions set out in the main body of the Shareholders' Agreement and the provisions set out in this Exhibit C, the provisions set out in this Exhibit C shall prevail.

All references in this Exhibit C to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Exhibit C unless explicitly stated otherwise.

1. CONVERSION AND TERMINATION OF RIGHTS

- 1.1 Conversion: The Series A Preferred Shareholder(s) shall have the right with respect to the conversion of their respective Series A Preferred Shares into Ordinary Shares. The Series A Preferred Share may, at the option of the holder thereof, be converted at any time after the date of issuance of such Series A Preferred Shares into fully paid and non-assessable Ordinary Shares based on the then-effective Series A Conversion Price (as defined below).

1.1.1 Conversion Price, Conversion Ratio. The number of Ordinary Shares to which the Series A Preferred Shareholder(s) shall be entitled to receive upon the conversion of any Series A Preferred Share shall be the quotient of the Series A Preferred Shares' Purchase Price (the "**Original Purchase Price**") divided by the then-effective conversion price of the Series A Preferred Shares ("**Series A Conversion Price**"). The Series A Conversion Price shall initially be the Series A Preferred Shares' Purchase Price, resulting in an initial conversion ratio for Series A Preferred Shares to Ordinary Shares of 1:1.

1.1.2 Automatic Conversion. Without any action being required by the holder of such Series A Preferred Shares and whether or not the certificates representing such Series A Preferred Shares are surrendered to the Company or its transfer agent, each Series A Preferred Share shall automatically be converted into Ordinary Share based on the then-effective Series A Conversion Price for such Series A Preferred Share, upon the closing of the Listing.

1.1.3 Procedure of Conversion. The Company may effect the conversion of Series A Preferred Shares in any manner available under applicable law, including redeeming or repurchasing the relevant Series A Preferred Shares and applying the proceeds thereof towards payment for the new Ordinary Shares. Upon the conversion of the Series A Preferred Shares, the Company shall issue such number of the Ordinary Shares converted from such Series A Preferred Shares to the Series A Preferred Shareholder(s) holding such Series A Preferred Shares, and cancel the Series A Preferred Shares so converted. The Company shall promptly update its register of members to reflect the issuance of such Ordinary Shares and the cancellation of such Series A Preferred Shares. Upon any such conversion of any Series A Preferred Shares, such Preferred Shares shall no longer be deemed to be outstanding and all rights of the Series A Preferred Shareholder(s) holding

such Series A Preferred Shares with respect to such Series A Preferred Shares so converted shall immediately terminate upon the issuance of the Ordinary Shares, except the right to receive the Ordinary Shares or other securities, cash or other assets as herein provided.

- 1.2 Saved for the Redemption Rights set out in Section 2 of this Exhibit C below and unless otherwise provided herein, without any action being required by the such Series A Preferred Shareholder(s) and whether or not the certificates representing such Preferred Share are surrendered to the Company or its transfer agent, all rights, obligations and covenants attached to the Series A Preferred Shares and those entitled to by the Founder Parties as set out in this Exhibit C shall automatically terminate immediately upon conversion before the Listing.

2. REDEMPTION RIGHTS

2.1. Redemption Event.

2.1.1 Upon the occurrence of: (a) the Company has not consummated the Listing by December 31, 2024 on the Main Board of the Stock Exchange, (b) the occurrence of a material breach of the non-competition agreement and confidentiality agreement, and such breach has caused material adverse effect to the Group Companies, (c) the occurrence of a material breach by the Founder Parties under the Articles of Association and Series A Share Purchase Agreement, and such breach if curable, is not corrected within thirty (30) days of receiving notice from the Series A-1 Preferred Shareholder(s), (d) with the mutual agreement of the Series A-1 Preferred Shareholder(s) and the shareholders representing more than half of the Company's issued share capital held by the Other Investors, the Founder Parties are no longer the "actual controller" of the Company as determined in the Measures for the Administration of Initial Public Offerings and Listing (or its alternative provisions) promulgated by CSRC; or (d) the failure of any Group Company to obtain or maintain the approvals, permits, registrations or other qualifications required to conduct its principal business, including but not limited to the Medical Device Product Registration Certificate and the Medical Device Manufacturing Enterprise License, and the absence of such approvals, permits, registrations or other qualifications would have a material adverse effect on the Group Company's operations; or (e) any statement, warranty, and/or commitment made by any Group Company or Founder Parties in the Transaction Documents is seriously false, misleading or a material omission, which has a material adverse effect on the company (any one of such event, a "Redemption Event"), the Series A-1 Preferred Shareholder(s) shall have the right, (i) by sending a Redemption Notice (as defined in Section 2.2 below) to the Company, to request the Company to redeem all or any number of the Series A-1 Preferred Shares held by such Series A-1 Preferred Shareholder(s) in accordance with the terms in the Redemption Notice, the Cayman Islands Companies Act and the Articles, and (ii) by sending a Redemption Notice (as defined in Section 2.2 below) to the Founder Parties, to request any of the Founder Parties to redeem all or any number of the Series A-1 Preferred A Shares held by such Series A-1 Preferred Shareholder(s) in accordance with the rules governing the listing of shares on the Stock Exchange (the "**Listing Rules**").

- 2.2. Redemption Notice. The Series A-1 Preferred Shareholder(s) has the right to

exercise the redemption right attached to the Series A-1 Preferred Shares to request the Company or the Founder Parties to redeem all or a portion of the Series A-1 Preferred Shares that it holds (in accordance with the Articles, the Cayman Islands Companies Act and/or the Listing Rules, as applicable) . Following the occurrence of any Redemption Event, the Series A-1 Preferred Shareholder(s) shall give written notice (the "Redemption Notice") to the Company or the Founder Parties. Such notice shall indicate that the Series A-1 Preferred Shareholder(s) has exercised its rights and elected to redeem all or a portion of the Series A-1 Preferred Shares which it holds, and specify the number of Series A-1 Preferred Shares to be redeemed, the relevant Redemption Price, the redemption date which shall be not more than six (6) months from the date of the Redemption Notice (the "Redemption Date"). The Company or the Founder Parties (as the case may be) shall, and the directors and shareholders of the Company shall promptly cooperate with the Company to pass all relevant resolutions (if required) as soon as possible, and the Company shall, in the manner permitted by applicable law and the Articles, redeem the Series A-1 Preferred Shares in accordance with the Redemption Notice.

- 2.3. Redemption Price. The redemption price shall be the sum of: (i) one hundred percent (100%) of the US\$ 3 million principal investment (adjusted for any share splits, share dividends, combinations, recapitalizations and similar transactions); plus (ii) a simple annual interest of twelve percent (12%) on the Series A Original Issue Price, in the case of Redemption Event (e), shall be a simple annual interest of twenty percent (20%) on the Series A Original Issue Price (adjusted for any share splits, share dividends, combinations, recapitalizations and similar transactions), minus (iii) all distributed dividends to the Series A-1 Preferred Shareholder(s) by the Company.
- 2.4. Termination. Each Party agrees that the redemption rights as set out under this Section 2 of Schedule 1 of the Articles shall be automatically terminated upon the first submission of the Company's Listing application, provided that such right shall be automatically and immediately reinstated and restored and become exercisable in accordance with Section 2.1.1 above upon the earlier of (i) the date when the Company's Listing application is withdrawn by the Company, (ii) the Listing is not consummated on the date falling within twelve (12) calendar months after the first submission of the Company's Listing application to the Stock Exchange; (iii) the rejection, return and/or termination of the Company's listing application and/or the filing application by the Stock Exchange and/or the CSRC (as the case may be); and (iv) the Listing is not consummated on or before December 31, 2024.

3. DIRECTOR APPOINTMENT RIGHTS

- 3.1 Board Composition. The board of directors (the "Board") shall consist of five (5) directors. For so long as the Series A-1 Preferred Shareholder(s) holds shares in the Company, the Series A-1 Preferred Shareholder(s) shall be entitled to appoint one (1) director (the "NLVC Director") of the Board. For so long as the Founder Parties hold shares in the Company, the Founder Parties shall be entitled to appoint four (4) Directors to the Board. The initial term of office of each Director shall be three years since the date of their respective appointments.

- 3.2 Removal and Replacement. Subject to the Articles, any Shareholder or group of Shareholders entitled to designate any individual to be elected as a director of the Board pursuant to Section 3.1 shall have the right to remove any such director occupying such position and to fill any vacancy caused by the death, disability, retirement, resignation or removal of any director occupying such position. If a vacancy is created on the Board at any time by the death, disability, retirement, resignation or removal of any director designated pursuant to Section 3.1 and Article 92, the replacement to fill such vacancy shall be designated in the same manner as the director who is being replaced in accordance with the Articles.
- 3.3 The Board shall meet at least once every quarter, unless otherwise agreed by the majority of the Board (including the affirmative vote of the NLVC Director). Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote. A Director may, and the Secretary or Assistant Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. The voting rights of the NLVC Director as provided in Section 3.3 shall terminate irrevocably immediately before the Listing.
- 3.4 The quorum for a Board meeting shall consist of at least three (3) directors, including the NLVC Director. If a quorum is not present within half an hour from the time appointed for the Board meeting or if during such a meeting a quorum ceases to be present, then such meeting shall be adjourned for at least ten (10) Business Days at the same place or such other time and place the directors then present may determine, provided that, in each case, a notice of the adjourned Board meeting shall be sent to each director at least ten (10) days before the adjourned Board meeting. The number of the directors attending such adjourned Board meeting shall constitute a quorum at such adjourned Board meeting, provided that matters discussed in such adjourned meeting shall be limited to those stated in the written notices and agendas of such meeting. Each director shall be entitled to appoint an alternate or proxy to represent him or her to serve at any Board meeting (or the meeting of a committee formed by the Board), and such alternate or proxy shall be permitted to attend all Board meetings, vote on such director's behalf and be deemed to be present for the purposes of determining whether or not a quorum is present. The NLVC Director's rights set out in Section 3.4 shall terminate irrevocably immediately prior the Listing.

4. RESERVED MATTERS ON CERTAIN IMPORTANT CORPORATE MATTERS

- 4.1. Subject to the Articles and the Cayman Islands Companies Act, any action (whether by amendment of the Articles or otherwise, and whether in a single transaction or a series of related transactions) that effects or approves any of the transactions listed below involving the Group Company shall require the prior written approval of the Founder Parties and the Series A-1 Preferred Shareholder(s):

4.1.1 any material change to the business plan, business scope, or nature of business of any Group Company, or cessation of any material business line of any Group Company as now conducted;

4.1.2. any sale, transfer, or otherwise disposal of all or substantially all of the

intellectual property or assets of any Group Company;

4.1.3. any increase, reduction or cancellation of the authorized or issued share capital of any Group Company or issue, purchase or redeem any shares or grant any convertible securities, options or warrants over any portion of the share capital of any Group Company which may dilute the shareholding of the Series A-1 Preferred Shareholder(s);

4.1.4. any declaration, set aside or payment of dividend or other distribution in any kind by any Group Company, or capitalization of the reserves of any Group Company;

4.1.5. any approval of, change to, or administration of any profit sharing scheme, the ESOP, or other employee incentive plan;

4.1.6. changes to approved treasury or accounting policies or any change in fiscal year of any Group Company;

4.1.7. any appointment or change in the auditors of any Group Company;

4.1.8. any loan to be made to any third party with a single amount in excess of RMB 1 million in a single transaction or with an aggregate amount of the same type of transaction in excess of RMB 3 million within a fiscal year beyond the annual financial budget;

4.1.9. any incurrence of indebtedness or assumption of any financial obligation other than those borrowed or received in the ordinary course of business from banks or other financial institutions for any trade financing;

4.1.10. any provision of guarantee, lien, or otherwise creation of encumbrance over the assets of any Group Company (except the guarantee in the daily operation of the course of a single financial year less than 1 million or the annual accumulation of less than 3 million bank loans);

4.1.11. the sale, assignment, gift, mortgage, pledge, transfer, license, lease or other disposal of any Intellectual Property of any Group Company (including patents, trademarks, copyrights, trade names, and brand names) to any third party;

4.1.12. any merger, acquisition, split, spin-off, or recapitalization of the share capital of any Group Company;

4.1.13. any amendment, alteration, or repeal of any provision of Articles of Association or charter document of any Group Company;

4.1.14. any acquisition of any stock, share or other securities of any company other than the Group Companies, or any development or establishment of brands other than those existing as of the date hereof;

4.1.15. any disposition or dilution of the direct or indirect interests of any Group Company or its Subsidiaries;

4.1.16. any approval of the sale, transfer or otherwise disposal of the shares of any

Group Company, but excluding the sale, transfer or otherwise disposal of the Ordinary Shares held by Other Investors which do not require any prior written approval of the Founder Parties and/or the Series A-1 Preferred Shareholders;

4.1.17. any consent to any proceeding seeking liquidation, winding up, dissolution, reorganization, or arrangement of any Group Company under any law relating to bankruptcy, insolvency or reorganization;

4.1.18. any amendment or change of the rights, preferences, privileges or powers of, or the restrictions provided for the benefit of the Investors;

4.1.19. any actions that reclassifies any outstanding shares into shares having preference or priority as to dividends or assets senior to or on a parity with the preference of preferred shares; or

4.1.20. any approval of or any change to the annual budget

5. Series A-1 Preferred Shareholder(s)' Right of First Offer

5.1. Right of First Offer. Except to the extent such right is waived by the Series A-1 Preferred Shareholder(s), the Series A-1 Preferred Shareholder(s) shall have a right (the "Right of First Offer") to purchase all or any portion of the Shares that the Founder Parties (the "Transferor") may propose to transfer (the "Transfer Shares") to any potential third party transferee (the "Potential Transferee") as set forth in this Section 5.

5.2. Procedure.

5.2.1 Transfer Notice. The Transferor shall give the Series A-1 Preferred Shareholder(s) a written notice (the "Transfer Notice") describing (i) the class and number of the Transfer Shares to be transferred, (ii) identity of the Potential Transferee, and (iii) price and other material terms upon which the Transferor is prepared to accept and proposes to transfer such Transfer Shares. The Transfer Notice shall certify that the Transferor has received a definitive offer from the Potential Transferee on the terms set forth in the Transfer Notice.

5.2.2 Series A-1 Preferred Shareholder(s)' Exercise. The Series A-1 Preferred Shareholder(s) shall have thirty (30) days after the receipt of the Transfer Notice (the "Exercise Period") to irrevocably elect to purchase all or portion of the Transfer Shares at the same price and subject to the same material terms and conditions as described in the Transfer Notice by notifying the Transferor and the Company in writing of the class and number of the Transfer Shares to be purchased.

5.2.3 Closing. If the Series A-1 Preferred Shareholder(s) elects to purchase the Transfer Shares, then the payment for the Transfer Shares to be purchased shall be made by wire transfer in immediately available funds of the appropriate currency, against delivery of such Transfer Shares to be purchased, at a place and time mutually agreed by the Transferor and the Series A-1 Preferred Shareholder(s), provided that the scheduled time for closing of such purchase of Transfer Shares shall not be later than ninety (90) days following the expiration

of the Exercise Period, and the scheduled place shall be the business address of the Company absent such agreement on the place which is at Suite 201, Building A, Gate 5, No. 135 Qinghe road, Haidian District, Beijing, PRC.

6. FIRST RIGHT OF REFUSAL AND CO-SALE RIGHTS.

6.1. Right of Co-Sale. In the event the Series A-1 Preferred Shareholder(s) fails or does not elect to exercise its rights to purchase all of the Transfer Shares pursuant to Section 5 hereof, the Series A-1 Preferred Shareholder(s) shall have the right (the "Right of Co-Sale") to participate in the Transferor's sale of Transfer Shares to the Potential Transferee as set forth in this Section 6.

6.2. Procedure.

6.2.1 Exercise. If the Series A-1 Preferred Shareholder(s) does not elect to purchase any or all of the Transfer Shares pursuant to Right of First Refusal pursuant to Section 5 above, the Series A-1 Preferred Shareholder(s) shall have thirty (30) days after the receipt of the Transfer Notice to irrevocably elect to sell all or a portion of its pro-rata share(s) of the remaining Transfer Shares that are not purchased pursuant to the Right of First Offer at the same price and subject to the same material terms and conditions as described in the Transfer Notice by notifying the Transferor and the Company in writing of the class and number of Shares to be sold (the "Co-Sale Shares").

6.2.2 Reduction of Shares Sold by the Transferor. To the extent that the Series A-1 Preferred Shareholder(s) exercises its Right of Co-Sale, the number of Transfer Shares that the Transferor may sell to the Potential Transferee shall be correspondingly reduced by the aggregate number of the Co-Sale Shares.

6.2.3 Closing. The sale of the Co-Sale Shares to the Potential Transferee by the Series A-1 Preferred Shareholder(s) shall be consummated simultaneously with the sale by the Transferor. To the extent that any Potential Transferee refuses to purchase any Co-Sale Shares, the Transferor shall not sell to such Potential Transferee any shares unless and until, simultaneously with such sale, the Transferor shall purchase from the Series A-1 Preferred Shareholder(s) such Co-Sale Shares that the Series A-1 Preferred Shareholder(s) would otherwise be entitled to sell to the Potential Transferee pursuant to its Right of Co-Sale.

7. ANTI-DILUTION RIGHTS

7.1. Without the prior written consent of the Series A-1 Preferred Shareholder(s), the Company shall not issue new share(s) at a price (the "New Security Purchase Price") less than Zhejiang Naodong Jiguang Medical Technology Co., Ltd (the "Naodong Jiguang")'s Series A Original Issue Price (except for the price of shares pursuant to or in connection with the global offering under the Listing, restructuring, and ESOP).

7.2. In the event that the New Security Purchase Price is less than Naodong Jiguang's Series A Original Issue Price, the Series A-1 Preferred Shareholder(s) shall have the right to request for the Company or the Founder Parties to compensate in cash the difference between the price of the New Security Purchase Price and Naodong

Jiguang's Series A Original Issue Price per share, multiplied by the amount of registered capital of Naodong Jiguang held by the Series A-1 Preferred Shareholder(s) at the date and time as specified by the Series A-1 Preferred Shareholder(s) in writing.

8. INFORMATION AND INSPECTION RIGHTS

8.1. Information. For so long as the Series A-1 Preferred Shareholder(s) remains a shareholder, the Group Companies shall, and each Covenantor shall cause the Group Companies to, deliver, as soon as practicable (but in any event within the timeframe specified below), to the Series A-1 Preferred Shareholder(s) the following documents or reports:

8.1.1 within ninety (90) days after the end of each fiscal year, the audited consolidated annual financial statements of the Group Companies for such fiscal year;

8.1.2 within forty-five (45) days after the end of each fiscal quarter, the consolidated quarterly financial statements of the Group Companies for such fiscal quarter;

8.1.3 notify the Series A-1 Preferred Shareholder(s) in a timely manner when the following events occur: changes of more than 20% of the credit line granted by the bank to the Group Company, developments of major litigation, circumstances that may lead to major litigation, changes in the shareholding structure of the controlling subsidiary;

8.1.4 information reasonably requested by Series A-1 Preferred Shareholder(s), including statistical data and other business, financial information, documents and information provided to other shareholders, information submitted to government agencies, etc.; and

8.1.5 other information that has a material impact on the operations of the Group Company, as well as the situation of the Group Company related to the interests of shareholders.

8.2. The documents to be delivered pursuant to this Section 8.1 shall be prepared in a form reasonably satisfactory to the Series A-1 Preferred Shareholder(s). The financial statements to be provided to the Series A-1 Preferred Shareholder(s) under Section 8.1.1, including the income statement, the balance sheet and the cash flow statement, shall be prepared in accordance with GAAP, and the annual financial statements shall be audited by an accounting firm of as recognized by the Series A-1 Preferred Shareholder(s).

8.3. Inspection. For so long as the Series A-1 Preferred Shareholder(s) remains a Shareholder, each Covenantor shall cause each Group Company to permit the Series A-1 Preferred Shareholder(s) or its duly designated representatives, upon reasonable prior written notice, during normal business hours, in a way that will not affect the business operation of each Group Company, (a) to visit and inspect such Group Company, (b) to examine the facilities, books of account and records of such Group Company, and (c) to discuss the businesses, operations and

conditions of such Group Company with the directors, officers, advisers, independent accountants, legal counsel and investment bankers of such Group Company on its own or appoint a third party.

9. LIQUIDATION RIGHTS

9.1. Liquidation Event. Subject to the Articles and the Cayman Islands law, in the event of any of the following events (each a “Liquidation Event”), the relevant Group Company shall enter liquidation procedures and be dissolved:

9.1.1 the term of operation of the Company expires and the shareholders of the Group Company decide not to renew it;

9.1.2 the shareholders of the Company resolved to dissolve by Ordinary Resolution;

9.1.3 the need to be dissolved due to the merger and reorganization, acquisition or separation of any Group Company;

9.1.4 disposal, transfer or sale of majority equity or assets of all or substantially all of the assets of any Group Company;

9.1.5 any Group Company’s business license is revoked, or ordered to close down or revoked according to applicable Law;

9.1.6 any Group Company has serious difficulties in operation and management, and its continued existence will cause significant losses to the interests of Shareholders; or

9.1.7 other reasons for dissolution as provided by applicable law or the Articles of Association or charter documents of any Group Company.

9.2. Liquidation Preferences. Upon occurrence of any Liquidation Event, whether voluntary or involuntary, all assets and funds of the Company legally available for distribution (after satisfaction of all creditors’ claims and claims that may be preferred by applicable Law), prior and in preference to any distribution or payment to the holders of the Ordinary Shares and Series A-2 Shareholders, shall be distributed to the Series A-1 Preferred Shareholders first, an amount equal to the product of (x) 100% of the US\$ 3 million principal investment (as adjusted for any share splits, share dividends, combinations, recapitalizations or similar transactions), (y) annual simple interest calculated at twelve percent (12%) per annum on the US\$ 3 million principal investment, calculated from Naodong Jiguang’s Series A Issue Date and up to and including the date of receipt by the Series A-1 Preferred Shareholder(s) thereof of the full US\$ 3 million principal investment (and for the avoidance of doubt, in respect of a period less than a whole year, the rate shall be a fraction where the numerator is the number of days in such period and the denominator is 365). The maximum amount distributed to the Series A-1 Preferred Shareholder(s) shall be no more than 200% of US\$ 3 million principal investment (the “**Preferred Holder Preference Amount**”)

If, upon any Liquidation Event, the assets of the Company shall be insufficient to

make payment of the foregoing amounts in full on all the Series A-1 Preferred Shares, then such assets shall be distributed among the holders of the Series A-1 Preferred Shares rateably in proportion to the full Preferred Holder Preference Amount to which they would otherwise be respectively entitled thereon. After distribution or payment in full of the amount distributable or payable to the Series A-1 Preferred Shareholder(s) pursuant to provisions of this Section 9.2, the remaining assets of the Company available for distribution to Shareholders shall be distributed ratably among the holders of the Ordinary Shares and Preferred Shares in proportion to the number of Ordinary Shares and Preferred Shares held by them (on an as-converted basis).

In the event the Company proposes to distribute assets other than cash in connection with any Liquidation Event, the value of the assets to be distributed to the holders of the Series A Preferred Shares and Ordinary Shares shall be determined in good faith by the Board, or by a liquidator if one is appointed.

9.3. Notices. In the event that the Company proposes at any time to consummate a liquidation, dissolution or winding up, then, in connection with each such event, subject to any necessary notice and/or approval required in the Articles and the Cayman Islands law, the Company shall send to the Series A-1 Preferred Shareholder(s) at least twenty (20) days prior written notice of the date when such liquidation, dissolution or winding-up shall take place; provided, however, that the foregoing notice period may be shortened or waived with all the votes or written consents of the Series A-1 Preferred Shareholder(s).

9.4. For the avoidance of doubts, the right to liquidation preference as set out in this section 9 is only attached to Series A Preferred Shares.

10. SELLING SHARES TO NEW INVESTORS

If the Company introduces a new round of equity financing or any new investor(s) is willing to purchase new shares of the Company, and that the valuation of the Company is at least RMB 4 billion immediately prior to such contemplated round of equity financing or share purchase, the Company shall notify the Series A-2 Preferred Shareholders in writing within three (3) business days after receiving an offer from the potential investor(s), and state in the written notice (i) the intention to such new round of equity financing or proposed purchase of shares; (ii) the class and number of shares proposed to be purchased by the new investor(s); (iii) the identity(ies) of the new investor(s) and other basic information in relation to the contemplated equity financing or share purchase as reasonably requested by the Series A-2 Preferred Shareholders ; and (iv) the purchase price of the shares proposed to be issued to the new investor(s), payment terms and other significant terms and conditions relating to the contemplated equity financing or share purchase. Then, the Series A-2 Preferred Shareholders shall have the right to negotiate with such proposed new investor(s) to purchase shares held by the Series A-2 Preferred Shareholders on the terms and conditions as mutually agreed by the Series A-2 Preferred Shareholder and such new investor(s). For the avoidance of doubt, and notwithstanding the foregoing, the Company shall have no obligation to procure such new investor(s) to purchase any Series A-2 Preferred Shares held by the Series A-2 Preferred Shareholders, but will cooperate in any related transactions already agreed between the Series A-2 Preferred Shareholders and such new investor(s) for the purpose of the transfer of any shareholding interests related thereto.

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

October 8, 2024

2024年10月8日

BRAIN AURORA MEDICAL TECHNOLOGY LIMITED

脑动极光医疗科技有限公司

AND
与

TASLY (INTERNATIONAL) HEALTHCARE
INVESTMENT & DEVELOPMENT COMPANY LIMITED
天士力(国际)医疗健康投资发展有限公司

AND
与

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

AND
与

SPDB INTERNATIONAL CAPITAL LIMITED
浦银国际融资有限公司

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THIS AGREEMENT (this “**Agreement**”) is made on October 8, 2024

本协议（本 “协议” ）于2024年10月8日订立

BETWEEN:

订约方为：

- (1) **BRAINAURORA MEDICAL TECHNOLOGY LIMITED**, an exempted company with limited liability incorporated under the laws of the Cayman Islands on April 25, 2023, whose registered office is at 3-212 Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 30746, Seven Mile Beach, Grand Cayman KY1-1203, Cayman Islands (the “**Company**”);
脑动极光医疗科技有限公司，一家于二零二三年四月二十五日于开曼群岛注册成立的有限公司，其注册办事处地址位于 3-212 Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 30746, Seven Mile Beach, Grand Cayman KY1-1203, Cayman Islands (“**本公司**”)；
- (2) **TASLY (INTERNATIONAL) HEALTHCARE INVESTMENT&DEVELOPMENT COMPANY LIMITED**, a BVI company incorporated in the British Virgin Islands with Company Number 2047510 and its registered address at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands. (the “**Investor**”);
天士力(国际)医疗健康投资发展有限公司，一家在英属维尔京群岛注册成立的 BVI 公司，公司注册编号为 2047510，其注册地址位于 Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands (“**投资者**”)；
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”); and
中国国际金融香港证券有限公司，位于香港中环港景街 1 号国际金融中心第一期 29 楼 (“**中金公司**”)；
- (4) **SPDB INTERNATIONAL CAPITAL LIMITED**, of 33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong (“**SPDBI**”, together with CICC, the “**Joint Sponsors**” and “**Overall Coordinators**” and each a “**Joint Sponsor**” and “**Overall Coordinator**”).
浦银国际融资有限公司，位于香港轩尼诗道 1 号浦发银行大厦 33 楼 (“**浦银国际**”，与中金公司统称为“**联席保荐人**”及“**整体协调人**”，及各自称为“**联席保荐人**”及“**整体协调人**”)；

WHEREAS:

背景陈述:

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

本公司已申请通过全球发售（“**全球发售**”）使其股份（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：

- (i) a public offering by the Company for subscription of 18,112,000 Shares (subject to adjustment) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and 本公司通过公开发售以供香港公众认购 18,112,000 股股份（可予调整）（“**香港公开发售**”）及

- (ii) a conditional placing of 163,000,000 Shares (subject to adjustment and the Over-allotment Option (as defined below) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).

根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者进行配售）以及根据第 144A 条（定义见下文）或证券法项下的任何其他豁免登记条文在美国境内向合格机构买家（“**合格机构买家**”）有条件配售本公司发售的 163,000,000 股股份（视乎超额配股权（定义见下文）行使与否而定及可予调整）（“**国际发售**”）。

- (B) CICC and SPDBI are acting as the Joint Sponsors, and CICC and SPDBI are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.

中金公司及浦银国际担任全球发售的联席保荐人，中金公司及浦银国际担任全球发售的整体协调人及资本市场中介人。

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

受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）。

- (D) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

特此拟在双方就条款和条件达成一致意见的前提下，整体协调人和其他包销商（将在国际包销协议中列名）将与本公司就国际发售订立包销协议，以（其中包括）有条件地包销本协议项下的投资者将予认购的投资者股份。

IT IS AGREED as follows:

特此约定如下：

1. DEFINITIONS AND INTERPRETATIONS

定义和解释

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

本协议（包括其附表及背景陈述）中，下列各词语及表达除文义另有规定外，须具有以下涵义：

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

“**联属人士**”就特定个人或实体而言，除文义另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受上述特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，“控制”（包括“控制”、“受控制”及“共同受控制”）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

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

“**会财局**”指会计及财务汇报局；

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

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

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

“**批准**”具有第 6.2(g)条赋予该词的涵义；

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

“联系人 / 紧密联系人”须具有上市规则赋予该词的涵义，“多位联系人 / 多位紧密联系人”亦须据此解释；

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

“**经纪佣金**”指费用规则(按照上市规则定义)第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

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

“**营业日**”指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）；

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

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

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

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

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

“**公司条例**”指不时经修订、补充或以其他方式修改的《公司条例》（香港法例第 622 章）；

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

“**公司（清盘及杂项条文）条例**”指不时经修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第 32 章）；

“**connected person/core connected person**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

“**关连人士 / 核心关连人士**”须具有上市规则赋予该词的涵义，“多位关连人士 / 多位核心关连人士”亦须据此解释；

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

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

“**合约（第三者权利）条例**”指不时经修订、补充或以其他方式修改的《合约（第三者权利）条例》（香港法例第 623 章）；

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

“**控股股东**”除文义另有规定外，须具有上市规则赋予该词的涵义，“**各控股股东**”亦须据此解释；

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

“**中国证监会**”指中国证券监督管理委员会，其为负责监督和管理中国证券市场的监督管理机构；

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

“**中国证监会备案规定**”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引，包括其不时进行的修改、补充或其他修改。

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

“**递延交付日期**”指在香港公开发售及国际发售的包销协议（“**包销协议**”）已订立且已成为无条件及未终止的情况下，整体协调人应根据第 4.3 条通知投资者的较后日期；

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

“**处置**”指包括，就任何相关股份，直接或间接地：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including

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

不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售），或者（无论直接或间接地并且无论有条件或无条件地）就可转换为、可行使以获得或可兑换为该等相关股份或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或

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

订立任何掉期或其他安排，以将该等相关股份或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或

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

订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何交易；或

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

同意或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

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

“**FINI**”具有上市规则项下赋予该词的涵义；

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

“**全球发售**” 具有背景陈述(A)赋予该词的涵义；

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

“**政府机关**”指任何政府、政府间、监管或行政委员会、理事会、团体、部门、机关或机构或任何证券交易所(包括但不限于联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、仲裁处或仲裁机关，不论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关；

“**Group**” means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

“**本集团**”指本公司及其不时的附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

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

“**港元**”指香港法定货币；

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

“**香港**”指中华人民共和国香港特别行政区；

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

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

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

“**受偿方**”具有第 6.5 条赋予该词的涵义；并且“**受偿方**”应视文意而定，指其中任何一方；

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

“国际发售”具有背景陈述(A)赋予该词的涵义；

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

“国际发售通函”指本公司拟就国际发售向有意投资者（包括投资者）发出的最终发售通函；

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

“投资者相关信息”具有第6.2(i)条赋予该词的涵义；

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

“投资者股份”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的股份数目（如附表 1 所计算）；

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

“法律”指所有相关司法管辖区的任何政府机关（包括但不限于联交所、证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

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

“征费”指占总投资额的 0.0027% 的证监会交易征费（或者于上市日期适用的交易征费），占总投资额的 0.00565% 的联交所交易费（或者于上市日期适用的交易费）以及占总投资额的 0.00015% 的会财局交易征费（或者于上市日期适用的交易征费）；

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

“上市日期”指股份首次于联交所上市的日子；

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

“**上市指南**”指联交所发布的、经不时修订、补充或以其他方式修改的《新上市申请人指南》；

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

“**上市规则**”指香港联合交易所有限公司证券上市规则及联交所不时修订、补充或以其他方式修改的上市决策、指引和其他要求；

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

“**禁售期**”具有第5.1条赋予该词的涵义；

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

“**发售价**”指根据全球发售发行或出售股份的每股股份最终港元价格（不包括经纪佣金和征费）；

“**Overall Coordinators**” has the meaning given to it in Recital (B);

“**整体协调人**”具有背景陈述(B)赋予该词的涵义；

“**Over-allotment Option**” has the meaning given to it in the International Offering Circular;

“**超额配股权**”具有国际发售通函赋予该词的涵义；

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

“**各方**”指本协议中具名的各方，“**一方**”指其中任何一方（视文义而定）；

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

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

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

“**初步发售通函**”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发及不时经修订、补充或以其他方式修改的初步发售通函；

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

“**专业投资者**”指具有证券及期货条例附表一第一部赋予该词的涵义；

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

“**招股章程**”指本公司将就香港公开发售发行的最终招股章程；

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

“**公开文件**”指经不时修订或补充的，初步发售通函及国际发售的国际发售通函、及本公司将就香港公开发售在香港刊发的招股章程以及本公司可能就全球发售可能刊发的此类其他文件和公告；

“**QIB(s)**” has the meaning given to it in Recital (A);

“**合资格机构买家**”具有鉴于背景陈述(A)赋予该词的涵义；

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

“**S 规例**”指证券法项下的 S 规例；

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

“**监管机构**”具有第6.2(i)条赋予该词的涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“**相关股份**”指投资者或第2.2 条项下的投资者的全资附属公司依据本协议认购的投资者股份，以及依据任何供股、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）；

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

“**人民币**”指人民币，中国的合法货币；

“**Rule 144A**” means Rule 144A under the Securities Act;

“**第 144A 条**”指证券法项下的第 144A 条；

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

“**证券法**”指美国 1933 年证券法（经不时修订或补充）及据此颁布的规则及规例；

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

“**证监会**”指香港证券及期货事务监察委员会；

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

“**证券及期货条例**”指不时经修订、补充或以其他方式修改的《证券及期货条例》（香港法例第 571 章）；

“**Shares**” means the ordinary shares in the share capital of the Company with a nominal value of US\$0.0001 each prior to the Share Subdivision or US\$0.0000001 each upon completion of the Share Subdivision, which are to be subscribed for and traded in HK dollars and are to be listed on the Stock Exchange;

“**股份**”指本公司股本中每股面值 0.0001 美元（股份拆细前）或每股面值 0.0000001 美元（股份拆细完成后）的普通股，此类股份将以港元认购和交易，并拟将在香港联交所上市；

“**Share Subdivision**” means the subdivision of each Share in the Company’s issued and unissued share capital with par value of US\$0.0001 each into 1,000 shares of the corresponding class with nominal value of US\$0.0000001 each;

“**股份拆细**”指本公司已发行及未发行股本中每股面值 0.0001 美元的各股份拆细为 1,000 股每股面值 0.0000001 美元的相应类别股份；

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

“**香港联交所**”或“**联交所**”指香港联合交易所有限公司；

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

“**附属公司**”具有公司条例所载的涵义；

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

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

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

“**美元**”指美国法定货币；及

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

“**美国人士**”具有证券法项下的 S 规例赋予该词的涵义。

1.2 In this Agreement, unless the context otherwise requires:

本协议中除文义另有要求外:

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

对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述;

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

索引、条文和附表标题均为方便而插入, 不得影响对本协议的诠释及解释;

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

背景陈述及附表构成本协议不可分割的一部分, 如同明确载于本协议正文一般具有同样的效力及作用, 对本协议的任何提述须包括对背景陈述及附表的提述;

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

单数词包括复数词, 反之亦然, 并且表示一种性别的词语应包括另一种性别;

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

对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本;

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

对法规、法律条文、规定或规则的提述包括对以下内容的提述:

- (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

不时合并、修订、补充、修改、重新制定的该法规、条文、规定或规则, 或被任何法规或法律规定取代的法规或条文;

- (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

就任何已废除法规、法律条文、规定或规则重新制定的条文(经过或未经修订); 及

- (iii) to any subordinate legislation made under it;

在该法例或法律条文下制定的任何附属法例;

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
对“**人士**”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
对“**包括**”的提述应被解释为包括但不限于；及
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.
对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:
在下文第 3 条所指的条件得到落实（或各方共同豁免，但第3.1(a), 3.1(b), 3.1(c)和3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及联席保荐人共同豁免）的情况下，及依据本协议载明的其他条款及条件：
 - (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及 / 或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配发和配售并且整体协调人将向投资

者分配及 / 或交付（视情况而定）或者促致分配及 / 或交付（视情况而定）投资者股份；及

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

投资者将按照第 4.2 条支付投资者股份的总投资额、经纪佣金及征费。

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

投资者可通过向本公司、整体协调人及联席保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的投资者全资附属公司认购投资者股份，且该全资附属公司是(A)合格机构买家或(B)(i)非美国人士；(ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买投资者股份，前提是：

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

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

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

投资者 (i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证该全资附属公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)承诺按照第6.5 条一经要求即向各受偿方作出完全及有效的弥偿，并按要求始终使其得到弥偿。

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

投资者于本第2.2条项下的义务构成其一经要求即向本公司、整体协调人或联席保荐人支付投资者全资附属公司根据本协议有责任支付的任何金额，以及一经要求及时履行投资者全资附属公司于本协议项下的任何义务，而毋须本公司、整体协调人或联席保荐人首先对投资者附属公司或任何其他人士采取行动的直接或间接、主要及无条件义务。除文义另有规定外，投资者一词应在本协议中解释为包含投资者全资附属公司。

The Company, the Overall Coordinators and the Joint Sponsors may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

本公司、整体协调人及联席保荐人可按其全权酌情决定，所有或部分投资者股份将根据第4.3条于递延交付日期交付。

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

本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据附表一决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

3. CLOSING CONDITIONS

交割条件

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

投资者在本协议项下认购投资者股份的义务，以及本公司及整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务仅以下列各项条件在

交割时或之前均获满足或由各方豁免为条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(f)条所列条件不得豁免并且第3.1(e)条所列条件只能由本公司、整体协调人及联席保荐人共同豁免）：

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

包销协议已经订立且在不晚于包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；

- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价；

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

联交所上市委员会已批准股份的上市并准许买卖股份（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖股份之前并未被撤销；

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

任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；

- (e) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor; and

投资者在本协议项下的各项陈述、保证承诺、承认和确认在所有方面均属及将属准确、真实及完整，不具误导性或欺骗性且投资者方面并未重大违反本协议及

- (f) the Investor has completed the overseas direct investment procedure required solely in relation to the transactions contemplated under this Agreement.

投资者已完成仅与本协议项下拟进行的交易有关的境外直接投资手续。

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(f) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement, or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors, the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

如果第3.1条所载的任何条件于本协议之日后满一百八十（180）天（或本公司、整体协调人、投资者及联席保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(f)条所列条件不得豁免并且第3.1(e)条所列条件只能由本公司、整体协调人及联席保荐人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后30天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、整体协调人及/或联席保荐人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第3.2条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本条文的任何内容不得被解释为使投资者有权在本条文项下前述日期之前的期间内对投资者在本协议项下的陈述、保证、承诺、承认和确认的任何违反进行补救。

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

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

投资者承认无法保证全球发售将完成或将不会延期或终止或发售价格将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，本公司、整体协调人或联席保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因被延期或终止、未在拟议日期和时间之前进行、完成或根本未予完成或如果发售价并非介乎公开文件所载的指示性范围而向本公司、整体协调人及 / 或联席保荐人或其各自的联属人士、董事、高级管理人员、雇员、合伙人、代理人及代表提起任何申索或诉讼的权利（如有）。

4. CLOSING

交割

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

根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的代表身份的整体协调人（及 / 或其各自联属人士），按发行价认购投资者股份。因此，投资者股份将在国际发售交割的同时或递延交付日期被认购，时间及方式须由本公司和整体协调人确定。

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

无论交付投资者股份的时间和方式如何，投资者应于上市日期香港时间上午 8:00 或之前（与交付投资者股份的时间及方式并无关系）通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至一（1）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。

- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. Such determination by the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investor Shares as specified in clause 4.2.

倘若整体协调人按其全权酌情决定，所有或任何部分投资者股份于晚于上市日期的日期（“**递延交付日期**”）交付，在此情况下，整体协调人须(i)于上市日期之前不迟于两(2)个营业日，书面通知投资者将予递延交付的投资者股份数目；以及(ii)不晚于实际递延交付日期的前两(2)个营业日，书面通知投资者递延交付日期，前提是递延交付日期不得晚于超额配股权可行使的最后限期起计三(3)个营业日。整体协调人一旦做出该决定将不可更改且对投资者具有约束力。倘若投资者股份将于递延交付日期交付予投资者，则投资者须按第 4.2 条所指明的方式付款。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.

在依据第4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期或根据第 4.3 条厘定的递延交付日期前两(2)个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。

- 4.5 Without prejudice to clause 4.3, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time and manner of the delivery of the Investor Shares.

在不损害第 4.3 条规定的原则下，投资者股份的交付及付款亦可以本公司、整体协调人、联席保荐人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期香港时间上午 8:00（与交付投资者股份的时间及方式并无关系）。

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

如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及联席保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及联席保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及联席保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第6.5 条在税后基础上完全负责承担并向各受偿方作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。

- 4.7 In the event that the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the Shares in public hands on the Listing Date (prior to the exercise of the Over-allotment Option) can be beneficially owned by the three largest public shareholders, cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement under Rule 8.08(3) of the Listing Rules.

如果未能符合上市规则第 8.08(3)条项下上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%的规定（超额配股权获行使前），联席保荐人、整体协调人及本公司有权全权绝对酌情调整投资者将予购买的投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定。

- 4.8 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the

Overall Coordinators, the Joint Sponsors (as the case may be), including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the COVID-19, declaration of a national, international, regional emergency, disaster, calamity, crisis, economic or comprehensive sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat or escalation or outbreak of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, accidental or mechanical or electrical breakdown, technical or computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.

如本公司、整体协调人、联席保荐人各自因其控制以外（视乎情况而定）的状况，包括但不限于天灾、洪水、疾病、大流行病或疫情的爆发或升级（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒及 COVID-19）、宣布进入国家、国际或地区紧急状态、灾害、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作崩溃、公众骚乱、政治动荡或敌对行动威胁或升级或爆发、战争（不论是否宣战）、恐怖活动、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、意外或机械或电气故障、技术或计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况），而被阻止或延迟履行其在本协议下的义务，本公司、整体协调人、联席保荐人及其各自的联属人士（不论共同或个别）无需就任何延迟或未能执行其在本协议下规定的义务承担任何责任，且本公司、整体协调人、联席保荐人及其各自的联属人士各自有权终止本协议。

5. RESTRICTIONS ON THE INVESTOR

对投资者的限制

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

or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise.

按照第 5.2 条，投资者（为其自身及代表投资者附属公司（在投资者股份由投资者附属公司持有的情况下））与本公司、整体协调人及联席保荐人达成一致、订立契诺并承诺，未经本公司、整体协调人及联席保荐人各自的事先书面同意，投资者自上市日期(含)起至上市日期后六(6)个月期间(含)止（“**禁售期**”）内的任何时间（包括上市日期），投资者不会并促使其附属人士不会直接或间接地(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中的任何权益，包括任何可转换、可交换、可行使的证券或代表可收取上述证券的权利，或同意或订约订立或公开宣布有意订立此类交易；(ii)允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或订约或公开宣布有意订立上文(i)、(ii)及(iii)所述的任何前述交易，而不论上文(i)、(ii)及(iii)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式。

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

第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，前提是，在所有情况下：

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

在此类转让之前，该全资附属公司须发出按本公司、整体协调人及联席保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；

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

该全资附属公司应被视为已作出第 6 条规定的相同承认、确认、承诺、陈述及保证；

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

投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；

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

如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且于任何情况下不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、整体协调人及联席保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺促致该全资附属公司受本协议下投资者义务的约束，包括但不限于本协议第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及

- (e) such wholly-owned subsidiary is and will (A) be a QIB or (B) (i) not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司目前及将来 (A) 是合格机构买家或(B)(i)不是美国人士及非为了任何美国人士的原因或利益购买相关股份；及(ii)目前及将来位于美国境外； (ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买相关股份。

- 5.3 The Investor agrees and undertakes that during the period of 12 months following the Listing Date, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “**substantial shareholder**”) of the Company’s entire issued share capital and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08 and 18A.07) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators if it comes to its attention of any of the abovementioned situations.

投资者同意并承诺，在上市日后的 12 个月内，除了获得本公司、整体协调人及联席保荐人的事先书面同意外，投资者及其紧密联系人(定义见上市规则)于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“**主要股东**”而不时规定的其他百分比），在上市日期起 12 个月期间内，投资者不得成为本公司核心关连人士（按照上市规则的定义）。而且，投资者及其紧密联系人于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（按上市规则所拟定及联交所所诠释（包括但不限于上市规则第 8.08 条及第 18A.07 条））低于上市规则第 8.08 条载列的所需百分比或联交所可能不时批准并适用于本公司的该等其他百分比。投资者同意如发现任何上述情况，将尽快通知本公司、联席保荐人及整体协调人。

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

投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及 / 或联席保荐人合理要求后，向本公司、整体协调人及联席保荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得，且须促致其控股股东、联系人及其各自的实益所有人均不得通过询价圈购申请或下单购买全球发售下的股份（投资者股份除外）或申请认购香港公开发售下的股份。

- 5.5 The Investor and its affiliates, associates, directors, officers, employees, agents or representatives shall not accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under paragraphs 25 to 30 of Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents.

投资者及其附属人士、联系人、董事、高级管理人员、雇员、代理人或代表不得与本公司、本公司控股股东、本集团任何成员公司或其各自的附属人士、董事高级管理人员、雇员或代理人接受或签订违背或违反上市规则（包括上市指南第 4.15 章第 25 至 30 段所载的规定或香港监管机构发布的其他书面指引）的任何安排或协议（包括但不限于任何附函）。

6. **ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

承认、陈述、保证及承诺

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

投资者向本公司、整体协调人和联席保荐人中的每一方承认、陈述、承诺、保证、同意及确认：

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

本公司、整体协调人、联席保荐人及其各自的附属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的指示性范围，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎发售文件所载的指示性范围，本公司、联席保荐人及其各自的附属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何法律责任；

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract

required to be filed with regulatory authorities in Hong Kong and made available on display to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及向公众展示的重大合同；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;

须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；

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

发售价完全且排他性地按照全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；

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

投资者将由投资者通过整体协调人及 / 或其作为国际发售中国际包销商的代表身份的联属人士认购；

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

投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；

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

投资者股份数目可受根据上市规则第 18 项应用指引或上市指南第 4.14 章或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的股份重新分配所影响；

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

在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及 / 或联席保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；

- (i) none of the Company, the Joint Sponsors, the Overall Coordinators nor any of their respective subsidiaries, affiliates, agents, directors, officers, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

本公司、联席保荐人、整体协调人、或其各自的任何附属公司、联属人士、代理人、董事、高级管理人员、雇员、合伙人或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；

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

投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何其他司法管辖区人士的原因或利益，除非该司法管辖区适用法律允许；

- (k) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “**restricted securities**” within the meaning of Rule 144 under the Securities Act;

如投资者根据证券法第 144A 条购买投资者股份，投资者股份将构成证券法第 144 条规定的“**受限制证券**”；

- (l) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “**offshore transaction**” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

其理解并同意投资者股份的转让仅可(A)根据第 144A 条或证券法项下的其他可享有的豁免在美国境内进行；或(B)根据 S 规例，在美国境外在“**境外交易**”（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；

- (m) it understands that none of the Company, the Overall Coordinators, the Joint Sponsors or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

其理解，本公司、整体协调人、联席保荐人或国际发售的任何国际包销商均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有第 144 条或证券法项下任何其他可享有的豁免的任何陈述；

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

除第 5.2 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促使该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；

- (o) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;

在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何联席保荐人、整体协调人、其他包销商和公司、其各自的关联方、董事、高级职员、雇员、顾问和代表提出的因本协议和全球发售引起的或与之有关的任何索赔；

- (p) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person

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

其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易股份或本公司或其联属人士或联系人的其他证券或衍生工具；

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

本协议、在保密基础上提供给投资者及 / 或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及 / 或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：

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

可能已经提供给投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；

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

可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何股份或其他证券的要约或邀请的依据；及

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

可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；

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

本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

- (s) neither the Investor nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Investor Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;

投资者或其任何联属人士或代表其行事的任何人士均未从事或将从事关于投资者股份的任何定向销售工作（按照 S 规例的定义）或就投资者股份作出的任何广泛招揽或公开广告（按照证券法 D 规例的定义或以参与公开发售的任何方式（定义见证券法第 4(2)条））；

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

其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或联席保荐人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；

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

在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及 / 或联席保荐人（包括其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由本公司、联席保荐人、整体协调人或各自的董事、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士或其他人士所准备），而本公司、整体协调人、联席保荐人及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、整体协调人、联席保荐人及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；

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

整体协调人、联席保荐人、其他全球发售的包销商及其各自的董事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、研发、前景或财务或其他状况或就此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、研发、营运、前景或财务或其他状况或就此相关的任何其他事项向投资者作出任何保证、陈述或建议；

- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of

which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；

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

其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、联席保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、联席保荐人或其各自联系人、联属人士、董事、高级管理人员、雇员、合伙人、雇问、代理人或代表均不对投资者股份的认购或收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators and the Joint Sponsors have made no assurances that a public or active market will ever exist for the Investor Shares;
- 据其了解，目前不存在投资者股份的公开市场，而且本公司、整体协调人和联席保荐人也不保证投资者股份将永远存在公开或活跃市场；
- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, officers,

employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;

如果出于任何原因，全球发售被延迟或终止或无法完成，本公司、整体协调人、联席保荐人或其各自的任何联系人、联属人士、董事、高级管理人员、雇员、合伙人、代理人、顾问或代表均不对投资者或其附属公司负有任何责任；

- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

在联交所可能批准并符合适用法律的情况下，本公司及整体协调人将拥有改变或调整(i)全球发售项下将予发行的股份数目；(ii)香港公开发售及国际发售项下将予发行的股份数目；及(iii)发售股份、发售价范围及最终发售价的其他调整或重新分配的全权绝对酌情决定权；

- (cc) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

任何股份买卖均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律、法规或相关规则对买卖股份的限制；及

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

任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；及

- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.5; and

投资者已同意于上市日期或根据第 4.5 条协议的其他日期上午 8 时（香港时间）或之前支付总投资金额及相关经纪佣金和征费；

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

投资者向本公司、整体协调人及联席保荐人进一步承认、陈述、保证及承诺：

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

其根据其成立地的法律正式成立、有效存续，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；

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

其资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；

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

其具有合法权利和权力拥有、使用、租赁和经营其资产并以目前的方式开展业务；

- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;

其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；

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

本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；

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

其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；

- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained, and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this

Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“批准”），而该等批准保持全面有效且并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或作废的事实或情况。投资者进一步同意并承诺在批准因任何原因不再完全有效、失效、被撤销、撤回或搁置时立即书面通知本公司、整体协调人、联席全球协调人和联席保荐人；

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

投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组建或组织章程文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用于投资者的任何司法管辖区的法律，或(iii)对投资者具有约束力的任何协议或其他文书，或(iv)对投资者具有管辖权的任何政府机关的任何判决、命令或判令；

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

of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”). The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（“**监管机构**”）规定的时间内，直接或通过本公司、整体协调人及 / 或联席保荐人间接地向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机关或证券交易所提供或促成提供并同意披露该等适用法律要求或监管机构不时要求的信息（包括但不限于(i)投资者及其最终实益所有人及 / 或最终负责对收购发出与认购投资者股份有关的指示的人员的身份信息（包括但不限于其各自的名称及注册地））；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、总投资额及本协议下的锁定限制）；(iii)涉及投资者股份的任何换股安排或其他金融或投资产品及其详细信息（包括但不限于认购人及其最终受益所有人的身份信息以及此类换股安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其受益所有人及其联系人与公司及其任何股东之间的任何关联关系）（“**投资者相关信息**”）。投资者进一步授权本公司、整体协调人、联席保荐人及其各自的联属人士、董事、高级管理人员、雇员、顾问及代表向该等监管机构披露任何投资者相关信息，及/或上市规则或适用法律要求的任何公开文件或其他公告或文件中披露的信息，或应任何相关监管机构的要求披露的所有信息；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development; it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Joint Sponsors in connection with the transactions contemplated thereunder;

投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投

资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何整体协调人或联席保荐人就其项下预期交易的客户；

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

其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事或高级管理人员；

- (l) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an “**offshore transaction**” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;

(i)如果认购投资者股份发生在美国，他们其中的一方为合格机构买家；或(ii)如果认购投资者股份发生在美国境外，则按照证券法 S 规例中定义的“**境外交易**”实施且其不是美国人士；

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

投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；

- (n) the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its

shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

投资者及其实益拥有人及 / 或联系人: (i)为独立于本公司的第三方; (ii)不属于本公司的关连人士(定义见上市规则)或其联系人,且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士(定义见上市规则),即便投资者与可能将签订(或已经签订)本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系,且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士,且不得与该等关连人士一致行动(定义见证监会颁布的《公司收购、合并及股份回购守则》); (iii)具有履行本协议项下所有义务的财务能力; (iv)不由(a)本公司任何核心关连人士(定义见上市规则)或(b)本公司、本公司或其任何附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东或上述任何人士的紧密联系人(定义见上市规则)予以直接或间接提供资金、资助或支持,且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示;及(v)除非以书面形式向公司、联席保荐人和整体协调人披露,否则与公司或其任何股东没有关联关系;

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

投资者将使用本身的资金认购投资者股份。投资者并无取得且无意取得贷款或任何形式的融资,以履行其于本协议项下的付款义务,投资者股份的剩余付款将由投资者使用本身的资金支付;

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

投资者、其实益拥有人及 / 或联系人均不是任何整体协调人、联席保荐人、账簿管理人、牵头经办人、全球发售包销商、牵头经纪商或任何分销商的“**关连客户**”。“**关连客户**”、“**牵头经纪商**”及“**分销商**”应具有上市规则附录 F1 (股本证券的配售指引) 赋予其的涵义;

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

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

- (r) neither the Investor, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

投资者、实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）或现任股东，或任何前述人士的联系人或代名人；

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

除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或 (b)按上市规则（包括但不限于第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；

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

投资者未与任何“**分销商**”（定义见证券法 S 规例）就股份的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；

- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Listing Guide;

认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及上市指南第 4.15 章的适用段落；

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

投资者及其紧密联系人（定义见上市规例）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；

- (w) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect)

by any connected person of the Company, by any one of the Overall Coordinators, the Joint Sponsors, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

投资者、其实益拥有人及 / 或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、任一整体协调人、联席保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；

- (x) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under paragraphs 25 to 30 of Chapter 4.15 of the Listing Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholders, any member of the Group or their respective affiliates, directors, officers, employees or agents; and

投资者或其附属公司、董事、高级职员、雇员或代理人 与本公司或其控股股东、本集团任何成员公司或其各自的附属公司、董事、高级职员、雇员或代理人之间，未曾或将来不会订立或作出任何与《上市规则》（包括上市指南第 4.15 章第 25 至 30 段所载的规定）不一致的协议或安排，包括任何附函；及

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

除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；

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

除先前以书面形式向公司、联席保荐人及整体协调人披露的情况外，投资者、其受益所有人及/或联系人并未签订也不会签订任何涉及投资者股份的换股安排或其他金融或投资产品；及

- (aa) neither the Investor nor any of its controlling shareholder(s), associates and beneficial owners has applied for or placed an order through the book building process for any Shares in the Global Offering other than pursuant to this Agreement.

投资者及其任何控股股东、联系人及实益所有人概无通过询价圈购申请或下单购买全球发售下的任何股份（根据本协议者除外）。

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group

of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive.

投资者向本公司、整体协调人及联席保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、联席保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及 / 或本公司、整体协调人及 / 或联席保荐人或其代表可能发布的与全球发售有关的其他公告或展示文件中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及联席保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及 / 或有关本公司、整体协调人及 / 或联席保荐人为确保其遵守适用法律及 / 或公司或证券登记及 / 或相关监管机构（包括但不限于联交所、证监会及中国证监会）而合理要求事项的其他信息及 / 或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性。

- 6.4 The Investor understands that the representations, warranties, undertakings, and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Joint Sponsors, the underwriters, and their respective subsidiaries, agents, affiliates and advisers, and

others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements herein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.

投资者了解，第 6.1 条及第 6.2 条中的陈述、保证、承诺、和确认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、整体协调人、联席保荐人、包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖本协议中所载的投资者保证、承诺、陈述和确认的真实性、完整性及准确性，并且投资者同意如果本协议中的任何保证、承诺、陈述或确认的任何方面不再真实、准确和完整或具有误导性或欺骗性，将立即书面通知本公司、整体协调人及联席保荐人。

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

投资者同意并承诺，对于向本公司、整体协调人、联席保荐人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高级管理人员、董事、雇员、员工、联系人、合伙人、代理人 and 代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任。

- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation,

representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.

投资者在第 6.1 条、第 6.2 条、第 6.3 条、第 6.4 条及第 6.5 条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期及递延交付日期（如适用）重复作出。

6.7 The Company represents, warrants and undertakes that:

本公司陈述、保证并承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the Cayman Islands;

其依据其注册成立地的法律依法成立并有效存续；

- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;

其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动，且本协议一经签署，将构成其合法、有效且具有约束力的义务；

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

在已付款并且遵守第 5.1 条规定的禁售期的前提下，投资者股份将并且在根据第 4.4 条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的股份享有同等地位；

- (d) none of the Company and its controlling shareholders (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under paragraphs 25 to 30 of Chapter 4.15 of the Listing Guide) with any of the Investor or its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives; and

本公司、本公司控股股东（定义见上市规则）、本集团任何成员公司及其各自的联属人士、董事、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人或代表达成任何与上市规则（包括上市指南第 4.15 章第 25 至 30 段所载的规定）不符的协议或安排，包括任何附函；及

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, officers, employees, agents or representatives has entered into any arrangement, agreement or

undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何附属人士、董事、高级管理人员、雇员、代理人或代表未与任何政府机关或任何第三方就任何投资者股份达成任何安排、协议或承诺。

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

本公司承认、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中的股份的其他投资者具有相同权利。

7. TERMINATION

终止

- 7.1 This Agreement may be terminated:

本协议可在以下情况下终止：

- (a) in accordance with clauses 3.2, 4.6 or 4.8;

根据第 3.2 条、第 4.6 条或第 4.8 条终止；

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

如果在国际发售的交割当日或如适用，递延交付日期或之前投资者方面严重违反本协议（或根据第5.2 条转让投资者股份的投资者全资附属公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺及确认），则本公司、整体协调人及联席保荐人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或

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

所有各方书面同意后终止本协议。

- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

在不损害第 7.3 条规定的原则下，如果根据第 7.1 条终止本协议，各方无须继续履行其在本协议项下的各自义务（第 8.1 条项下的保密义务除外），各方在本协议项下的权利和责任（下文第 11 条项下的权利除外）应中止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

即使本协议终止，第6.5 条及投资者在本协议中作出的弥偿保证在任何情况下应继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY

公布和保密

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

除非本协议和投资者签订的保密协议中另有规定，否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、整体协调人、联席保荐人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or displayed documents to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
向联交所、证监会、中国证监会及 / 或本公司、整体协调人及 / 或联席保荐人受制的其他监管机构披露，且将由本公司或其代表刊发的公开文件、营销和路演材料以及本公司、整体协调人及 / 或联席保荐人或其代表刊发的与全球发售有关的其他公告或展示文件中可对投资者的背景以及本公司和投资者之间的关系作出说明；
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and

affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、高级管理人员和相关雇员、代表和代理人在其需要知晓的范围内披露，但前提是披露方应：(i)促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、高级管理人员和相关雇员、代表和代理人知晓并遵守本协议中列明的所有保密义务，及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、高级管理人员和相关雇员、代表和代理人违反该等保密义务的行为负责；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

任何一方根据任何适用法律或对该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）或证券交易所规则的要求（包括根据《公司（清盘及杂项条文）条例》和上市规则将本协议作为重大合约提交给香港公司注册处办理登记并向公众展示），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

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

投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、整体协调人及联席保荐人的意见，并获得彼等的事先书面同意。

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.

本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、整体协调人及联席保荐人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大

信息，并应立即向本公司、整体协调人及联席保荐人及其各自的法律顾问提供任何意见和证明文件。

- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

投资者立即承诺就编制第 8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景资料、其与本公司的关系、其所有权（包括最终实益所有权）、及 / 或本公司、整体协调人或联席保荐人为了以下目的可能合理要求的事项的进一步信息及 / 或支持文件）：(i) 在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、联席保荐人及/或整体协调人遵守适用的公司或证券登记要求及 / 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. NOTICES

通知

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

本协议下传达的所有通知应使用英文或中文书写，且应以第 9.2 条要求的形式发送至以下地址：

<u>Party</u> 各方	<u>Contact</u> 通讯方式	<u>Address</u> 地址
Company 本公司	Facsimile 传真: / Email 电邮: zhangmaowen@66nao.com Attention 收件人: 张茂闻	Room 1301, 13/F, Building 3, Shaoxing Shuimuwan District Science Park No. 2 Pingjiang Road Yuecheng District, Shaoxing City Zhejiang Province PRC 中国

		浙江省 绍兴市越城区 平江路 2 号 绍兴水木湾科学园 3 号楼 13 层 1302 室
Investor 投资人	Facsimile 传真: / Email 电邮: tsl- wangxiaomei0902@tasly.com Attention 收件人: WANG Xiaomei	Room 516, 5/F, Tianzhijiaoyuan Comprehensive Office Building, Junction of Huaihe Road and Tingjiang West Road, Beichen Science and Technology Park, Tianjin City, PRC 中国 天津市 北辰科技园区淮河道与汀江西路交 口 天之骄园综合办公楼
CICC 中金公司	Facsimile 传真: (+852) 2872 2100 Email 电邮: GI_dawn2023@cicc.com.cn Attention 收件人: CICC Dawn Team	29/F, One International Finance Centre 1 Harbour View Street Central Hong Kong 香港 中环 港景街 1 号 国际金融中心一期 29 楼
SPDBI 浦银国际	Facsimile 传真: 2750 1798 Email 电邮: ecm@spdbi.com Attention 收件人: SPDBI ECM Department	33/F, SPD Bank Tower One Hennessy, 1 Hennessy Road Hong Kong 香港 轩尼诗道 1 号 浦发银行大厦 33 楼

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

本协议项下交付的任何通知应以专人交付、传真或电子邮件发送或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如以电子邮件发出，则在发出之时视作收妥（除非发件方最终得知有关电子邮件未能成功交付）；及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满 48 小时（或满 6 日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. GENERAL

一般规定

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

每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求但未取得的同意、批准和授权外，该方在履行其在本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。

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

本协议中规定的各联席保荐人及整体协调人的义务是个别的（而非共同的或共同及个别的）。任何联席保荐人或整体协调人都不对任何其他联席保荐人或整

体协调人未能履行其在本协议项下各自的义务承担责任，任何此类未履行行为均不得影响任何其他联席保荐人或整体协调人行使本协议条款的权利。尽管有前述规定，各联席保荐人和整体协调人均有权在适用法律允许的范围内单独或与其他联席保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

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

就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据第 4.2 条需要支付的金额应具有决定性及约束力，但有明显错误者除外。

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

投资者、本公司、整体协调人及联席保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及 / 或批准相互配合。

- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。

- 10.6 In the event of any discrepancy between the English language version and the Chinese language version of this Agreement, the English language version shall prevail.

倘若本协议的英文文本与中文文本出现任何歧异，应以英文文本为准。

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

除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方 / 卖方和相关受让方 / 买方平均承担。

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

时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。

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

本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。

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

除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。

- 10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

除第10.11条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：

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

受偿方可强制执行并依赖第 6.5 条（但应在如同其为本协议一方的相同范围内）。

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

在未获得第 10.11(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。

- 10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinator or Joint Sponsor shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

整体协调人及联席保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名附属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或联席保荐人仍应，个别

但不共同地对根据本分条被授予相关权利、职责、权力及 / 或酌情决定权的任何附属人士的一切作为和不作为负责。

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

一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对其他任何权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

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

如果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任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：

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

本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；
或

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

本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。

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

本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或

本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

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

如果投资者在上市日期或递延交付日期（如适用）当日或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、整体协调人及联席保荐人有权解除本协议，且各方在本协议下的所有义务应立即中止。

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

每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

各方不可撤销及无条件地同意本协议可以按照适用法律通过附加电子签名的方式订立，且所使用的方法就本协议所载信息的沟通而言是可靠及适合的。

11. GOVERNING LAW AND JURISDICTION

管辖法律及司法权区

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

本协议及各方之间的关系应受香港法律管辖，并据以解释。

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

national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

12. IMMUNITY

豁免权

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

如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. PROCESS AGENT

法律程序文件代理人

- 13.1 The Investor irrevocably appoints WANG Xiaomei at Room 908 ,9/F., Star House, 3 Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).

投资者不可撤销地委任位于香港九龙尖沙咀梳士巴利道3号星光行9楼908室的王小梅，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 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Overall Coordinators and the Joint Sponsors, and to deliver to the Company, the Overall Coordinators and the Joint Sponsors a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

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本公司、整体协调人及联席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，向本公司、整体协调人及联席保荐人送达一份新法律程序文件代理人的接受委任书。

14. COUNTERPARTS

副本

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

本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成一份完整的协议。以电子邮件附件（PDF）或传真形式交付签字后的本协议签字页副本应视为有效的交付形式。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

本协议定于文首列明的日期由缔约双方正式授权签署，以昭信守。

FOR AND ON BEHALF OF:
为及代表:

BRAINAURORA MEDICAL TECHNOLOGY LIMITED
脑动极光医疗科技有限公司

By:
签署:

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

Name: Wang, Xiaoyi
姓名: 王晓怡

Title: Executive Director, CEO
职务: 执行董事, 总经理

FOR AND ON BEHALF OF:
为及代表:

TASLY (INTERNATIONAL) HEALTHCARE
INVESTMENT&DEVELOPMENT COMPANY LIMITED
天士力(国际)医疗健康投资发展有限公司

By:
签署:

.....
Authorised Signature(s)



Name: YAN Kaijing
姓名: 闫凯境

Title: Director
职务: 董事

FOR AND ON BEHALF OF:

为及代表:

CHINA INTERNATIONAL CAPITAL CORPORATION

HONG KONG SECURITIES LIMITED

中国国际金融香港证券有限公司

By:

签署:



Name: Laura Zhong

姓名: 钟犁

Title: Executive Director

职务: 执行总经理

FOR AND ON BEHALF OF:
为及代表:

SPDB INTERNATIONAL CAPITAL LIMITED
浦银国际融资有限公司

By:
签署:



Name: Chan Chun Sing
姓名: 陈振声

Title: Director
职务: 董事

SCHEDULE 1

附表一

INVESTOR SHARES

投资者股份

Number of Investor Shares

投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 10,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus, (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 1,000 Shares.

投资者股份数目须等于：(1) 10,000,000 美元的等值港元（按照招股章程所披露的港元兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以（2）发售价，舍入到最接近的一整手。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Sponsors and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders. Further, the Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with the relevant requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 and Rule 18A.07 of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的发售股份重新分配所影响。倘若香港公开发售的股份总需求量属于本公司的最终招股章程“全球发售的架构 – 香港公开发售 – 重新分配”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、联席保荐人及本公司可全权酌情调整投资者股份数量，以符合上市规则第 8.08(3) 条项下上市日期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，不得超过 50% 的规定。此外，整体协

调人可全权绝对酌情调整投资者股份数目，以遵守上市规则的相關規定，包括但不限於上市规则第 8.08 条及第 18A.07 条的公众持股量规定及上市规则附录 F1 所载的配售指引。

SCHEDULE 2

附表二

PARTICULARS OF INVESTOR

投资者详情

The Investor

投资者

Tasly (International) Healthcare
Investment&Development Company
Limited

天士力(国际)医疗健康投资发展有限公司

Place of incorporation:

注册成立所在地:

The British Virgin Islands

英属维尔京群岛

Certificate of incorporation number:

公司注册证书编号:

No. 2047510

Business registration number:

商业登记号码:

不适用

LEI number:

法人机构识别编码:

不适用

Correspondence address and telephone
number and contact person:

联系地址及电话及联系人:

Tasly Modern Chinese Medicine City
022-26736812 Wang Xiaomei

天士力现代中药城 022-26736812 王小梅
Overseas medical investment & holding
and medical management services.

境外医疗投资控股及医疗管理服务

Ultimate controlling shareholder(s):

最终控股股东:

Yan Kaijing 闫凯境

Place of incorporation of ultimate
controlling shareholder(s):

最终控股股东的注册成立所在地:

N/A

不适用

Business registration number and LEI
number of ultimate controlling

shareholder(s):

N/A

最终控股股东的商业登记号码及法人机
构识别编码:

不适用

N/A

不适用

Principal activities of ultimate controlling shareholder(s):

最终控股股东的主营活动:

Merchant

商人

Shareholder and interests held:

股东及所持股权:

TIANJIN TASLY HEALTHCARE
CAPITAL CO., LTD 100%

天津天士力医疗健康投资有限公司
100%

Description of the Investor for insertion in the Prospectus:

投资者说明（待载入招股章程）:

Tasly (International) Healthcare Investment&Development Company Limited (“Tasly International”) (天士力(國際)醫療健康投資發展有限公司) has agreed to subscribe for such number of the Offer Shares (rounded down to the nearest whole board lot) which may be purchased with an aggregate amount of US\$10,000,000 at the Offer Price (exclusive of brokerage, SFC transaction levy, AFRC transaction levy and the Hong Kong Stock Exchange trading fee payable).

Tasly International is a company incorporated in the British Virgin Islands and is indirectly wholly-owned by Tasly Bio-Medicine Industry Group Co., Ltd. (天士力生物醫藥產業集團有限公司) through its wholly-owned subsidiary, TianJin Tasly Healthcare Capital Co., Ltd. (天津天士力醫療健康投資有限公司). Tasly International is therefore ultimately beneficially controlled by Yan Kaijing (閆凱境). Tasly International is principally engaged in overseas medical investment & holding and medical management services.

Tasly International became aware of the cornerstone investment opportunities through introduction of previous investors of the Company.

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

Cornerstone investor 基石投资者

相关投资者类别(联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别):

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

October 8, 2024

2024年10月8日

BRAIN Aurora MEDICAL TECHNOLOGY LIMITED

脑动极光医疗科技有限公司

AND
与

TASLY (HONG KONG) PHARMACEUTICAL INVESTMENT LIMITED
天士力（香港）医药投资有限公司

AND
与

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

AND
与

SPDB INTERNATIONAL CAPITAL LIMITED
浦银国际融资有限公司

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THIS AGREEMENT (this “**Agreement**”) is made on October 8, 2024

本协议（本“协议”）于2024年10月8日订立

BETWEEN:

订约方为：

- (1) **BRAINAURORA MEDICAL TECHNOLOGY LIMITED**, an exempted company with limited liability incorporated under the laws of the Cayman Islands on April 25, 2023, whose registered office is at 3-212 Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 30746, Seven Mile Beach, Grand Cayman KY1-1203, Cayman Islands (the “**Company**”);
脑动极光医疗科技有限公司，一家于二零二三年四月二十五日于开曼群岛注册成立的有限公司，其注册办事处地址位于 3-212 Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 30746, Seven Mile Beach, Grand Cayman KY1-1203, Cayman Islands (“**本公司**”)；
- (2) **TASLY (HONG KONG) PHARMACEUTICAL INVESTMENT LIMITED**（天士力（香港）医药投资有限公司），a company with limited liability incorporated under the laws of the Hong Kong on September 12, 2018, whose registered address is at Room908,9/F.,StarHouse, 3SalisburyRoad,TsimShaTsui,Kowloon,HongKong (the “**Investor**”);
天士力（香港）医药投资有限公司，一家于二零一八年九月十二日于香港注册成立的有限责任公司，其注册地址位于香港九龙尖沙咀梳士巴利道 3 号星光行 9 楼 908 室（“**投资者**”）；
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”); and
中国国际金融香港证券有限公司，位于香港中环港景街 1 号国际金融中心第一期 29 楼（“**中金公司**”）；
- (4) **SPDB INTERNATIONAL CAPITAL LIMITED**, of 33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong (“**SPDBI**”, together with CICC, the “**Joint Sponsors**” and “**Overall Coordinators**” and each a “**Joint Sponsor**” and “**Overall Coordinator**”).
浦银国际融资有限公司，位于香港轩尼诗道 1 号浦发银行大厦 33 楼（“**浦银国际**”，与中金公司统称为“**联席保荐人**”及“**整体协调人**”，及各自称为“**联席保荐人**”及“**整体协调人**”）

WHEREAS:

背景陈述:

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

本公司已申请通过全球发售（“**全球发售**”）使其股份（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：

- (i) a public offering by the Company for subscription of 18,112,000 Shares (subject to adjustment) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and 本公司通过公开发售以供香港公众认购 18,112,000 股股份（可予调整）（“**香港公开发售**”）及

- (ii) a conditional placing of 163,000,000 Shares (subject to adjustment and the Over-allotment Option (as defined below) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).

根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者进行配售）以及根据第 144A 条（定义见下文）或证券法项下的任何其他豁免登记条文在美国境内向合格机构买家（“**合格机构买家**”）有条件配售本公司发售的 163,000,000 股股份（视乎超额配股权（定义见下文）行使与否而定及可予调整）（“**国际发售**”）。

- (B) CICC and SPDBI are acting as the Joint Sponsors, and CICC and SPDBI are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.

中金公司及浦银国际担任全球发售的联席保荐人，中金公司及浦银国际担任全球发售的整体协调人及资本市场中介人。

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

受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）。

- (D) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

特此拟在双方就条款和条件达成一致意见的前提下，整体协调人和其他包销商（将在国际包销协议中列名）将与本公司就国际发售订立包销协议，以（其中包括）有条件地包销本协议项下的投资者将予认购的投资者股份。

IT IS AGREED as follows:

特此约定如下：

1. DEFINITIONS AND INTERPRETATIONS

定义和解释

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

本协议（包括其附表及背景陈述）中，下列各词语及表达除文义另有规定外，须具有以下涵义：

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

“**联属人士**”就特定个人或实体而言，除文义另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受上述特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，“控制”（包括“控制”、“受控制”及“共同受控制”）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

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

“**会财局**”指会计及财务汇报局；

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

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

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

“**批准**”具有第 6.2(g)条赋予该词的涵义；

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

“联系人 / 紧密联系人”须具有上市规则赋予该词的涵义，“多位联系人 / 多位紧密联系人”亦须据此解释；

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

“**经纪佣金**”指费用规则(按照上市规则定义)第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

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

“**营业日**”指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）；

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

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

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

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

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

“**公司条例**”指不时经修订、补充或以其他方式修改的《公司条例》（香港法例第 622 章）；

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

“**公司（清盘及杂项条文）条例**”指不时经修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第 32 章）；

“**connected person/core connected person**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

“**关连人士 / 核心关连人士**”须具有上市规则赋予该词的涵义，“**多位关连人士 / 多位核心关连人士**”亦须据此解释；

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

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

“**合约（第三者权利）条例**”指不时经修订、补充或以其他方式修改的《合约（第三者权利）条例》（香港法例第 623 章）；

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

“**控股股东**”除文义另有规定外，须具有上市规则赋予该词的涵义，“**各控股股东**”亦须据此解释；

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

“**中国证监会**”指中国证券监督管理委员会，其为负责监督和管理中国证券市场的监督管理机构；

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

“**中国证监会备案规定**”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引，包括其不时进行的修改、补充或其他修改。

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

“**递延交付日期**”指在香港公开发售及国际发售的包销协议（“**包销协议**”）已订立且已成为无条件及未终止的情况下，整体协调人应根据第 4.3 条通知投资者的较后日期；

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

“**处置**”指包括，就任何相关股份，直接或间接地：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including

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

不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售），或者（无论直接或间接地并且无论有条件或无条件地）就可转换为、可行使以获得或可兑换为该等相关股份或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或

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

订立任何掉期或其他安排，以将该等相关股份或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或

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

订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何交易；或

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

同意或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

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

“**FINI**”具有上市规则项下赋予该词的涵义；

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

“**全球发售**” 具有背景陈述(A)赋予该词的涵义；

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

“**政府机关**”指任何政府、政府间、监管或行政委员会、理事会、团体、部门、机关或机构或任何证券交易所(包括但不限于联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、仲裁处或仲裁机关，不论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关；

“**Group**” means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

“**本集团**”指本公司及其不时的附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

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

“**港元**”指香港法定货币；

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

“**香港**”指中华人民共和国香港特别行政区；

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

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

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

“**受偿方**”具有第 6.5 条赋予该词的涵义；并且“**受偿方**”应视文意而定，指其中任何一方；

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

“国际发售”具有背景陈述(A)赋予该词的涵义；

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

“国际发售通函”指本公司拟就国际发售向有意投资者（包括投资者）发出的最终发售通函；

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

“投资者相关信息”具有第6.2(i)条赋予该词的涵义；

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

“投资者股份”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的股份数目（如附表 1 所计算）；

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

“法律”指所有相关司法管辖区的任何政府机关（包括但不限于联交所、证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

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

“征费”指占总投资额的 0.0027% 的证监会交易征费（或者于上市日期适用的交易征费），占总投资额的 0.00565% 的联交所交易费（或者于上市日期适用的交易费）以及占总投资额的 0.00015% 的会财局交易征费（或者于上市日期适用的交易征费）；

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

“上市日期”指股份首次于联交所上市的日子；

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

“**上市指南**”指联交所发布的、经不时修订、补充或以其他方式修改的《新上市申请人指南》；

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

“**上市规则**”指香港联合交易所有限公司证券上市规则及联交所不时修订、补充或以其他方式修改的上市决策、指引和其他要求；

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

“**禁售期**”具有第5.1条赋予该词的涵义；

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

“**发售价**”指根据全球发售发行或出售股份的每股股份最终港元价格（不包括经纪佣金和征费）；

“**Overall Coordinators**” has the meaning given to it in Recital (B);

“**整体协调人**”具有背景陈述(B)赋予该词的涵义；

“**Over-allotment Option**” has the meaning given to it in the International Offering Circular;

“**超额配股权**”具有国际发售通函赋予该词的涵义；

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

“**各方**”指本协议中具名的各方，“**一方**”指其中任何一方（视文义而定）；

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

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

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

“**初步发售通函**”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发及不时经修订、补充或以其他方式修改的初步发售通函；

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

“**专业投资者**”指具有证券及期货条例附表一第一部赋予该词的涵义；

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

“**招股章程**”指本公司将就香港公开发售发行的最终招股章程；

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

“**公开文件**”指经不时修订或补充的，初步发售通函及国际发售的国际发售通函、及本公司将就香港公开发售在香港刊发的招股章程以及本公司可能就全球发售可能刊发的此类其他文件和公告；

“**QIB(s)**” has the meaning given to it in Recital (A);

“**合资格机构买家**”具有鉴于背景陈述(A)赋予该词的涵义；

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

“**S 规例**”指证券法项下的 S 规例；

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

“**监管机构**”具有第6.2(i)条赋予该词的涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“**相关股份**”指投资者或第 2.2 条项下的投资者的全资附属公司依据本协议认购的投资者股份，以及依据任何供股、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）；

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

“**人民币**”指人民币，中国的合法货币；

“**Rule 144A**” means Rule 144A under the Securities Act;

“**第 144A 条**”指证券法项下的第 144A 条；

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

“**证券法**”指美国 1933 年证券法（经不时修订或补充）及据此颁布的规则及规例；

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

“**证监会**”指香港证券及期货事务监察委员会；

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

“**证券及期货条例**”指不时经修订、补充或以其他方式修改的《证券及期货条例》（香港法例第 571 章）；

“**Shares**” means the ordinary shares in the share capital of the Company with a nominal value of US\$0.0001 each prior to the Share Subdivision or US\$0.0000001 each upon completion of the Share Subdivision, which are to be subscribed for and traded in HK dollars and are to be listed on the Stock Exchange;

“**股份**”指本公司股本中每股面值 0.0001 美元（股份拆细前）或每股面值 0.0000001 美元（股份拆细完成后）的普通股，此类股份将以港元认购和交易，并拟将在香港联交所上市；

“**Share Subdivision**” means the subdivision of each Share in the Company’s issued and unissued share capital with par value of US\$0.0001 each into 1,000 shares of the corresponding class with nominal value of US\$0.0000001 each;

“**股份拆细**”指本公司已发行及未发行股本中每股面值 0.0001 美元的各股份拆细为 1,000 股每股面值 0.0000001 美元的相应类别股份；

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

“**香港联交所**”或“**联交所**”指香港联合交易所有限公司；

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

“**附属公司**”具有公司条例所载的涵义；

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

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

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

“**美元**”指美国法定货币；及

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

“**美国人士**”具有证券法项下的 S 规例赋予该词的涵义。

1.2 In this Agreement, unless the context otherwise requires:

本协议中除文义另有要求外：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述；
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
背景陈述及附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述及附表的提述；
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
对法规、法律条文、规定或规则的提述包括对以下内容的提述：
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
不时合并、修订、补充、修改、重新制定的该法规、条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
 - (iii) to any subordinate legislation made under it;
在该法例或法律条文下制定的任何附属法例；

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
对“**人士**”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
对“**包括**”的提述应被解释为包括但不限于；及
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.
对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:
在下文第 3 条所指的条件得到落实（或各方共同豁免，但第3.1(a), 3.1(b), 3.1(c)和3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及联席保荐人共同豁免）的情况下，及依据本协议载明的其他条款及条件：
 - (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及 / 或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配发和配售并且整体协调人将向投资

者分配及 / 或交付（视情况而定）或者促致分配及 / 或交付（视情况而定）投资者股份；及

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

投资者将按照第 4.2 条支付投资者股份的总投资额、经纪佣金及征费。

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

投资者可通过向本公司、整体协调人及联席保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的投资者全资附属公司认购投资者股份，且该全资附属公司是(A)合格机构买家或(B)(i)非美国人士；(ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买投资者股份，前提是：

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

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

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

投资者 (i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证该全资附属公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)承诺按照第6.5 条一经要求即向各受偿方作出完全及有效的弥偿，并按要求始终使其得到弥偿。

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

投资者于本第2.2 条项下的义务构成其一经要求即向本公司、整体协调人或联席保荐人支付投资者全资附属公司根据本协议有责任支付的任何金额，以及一经要求及时履行投资者全资附属公司于本协议项下的任何义务，而毋须本公司、整体协调人或联席保荐人首先对投资者附属公司或任何其他人士采取行动的直接或间接、主要及无条件义务。除文义另有规定外，投资者一词应在本协议中解释为包含投资者全资附属公司。

The Company, the Overall Coordinators and the Joint Sponsors may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3. 本公司、整体协调人及联席保荐人可按其全权酌情决定，所有或部分投资者股份将根据第4.3 条于递延交付日期交付。

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

本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据附表一决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

3. CLOSING CONDITIONS

交割条件

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

投资者在本协议项下认购投资者股份的义务，以及本公司及整体协调人根据第2.1 条发行、配发、配售、分配及 / 或交付（视情况而定）或促使发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以下列各项条件在

交割时或之前均获满足或由各方豁免为条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(f)条所列条件不得豁免并且第3.1(e)条所列条件只能由本公司、整体协调人及联席保荐人共同豁免）：

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

包销协议已经订立且在不晚于包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；

- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价；

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

联交所上市委员会已批准股份的上市并准许买卖股份（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖股份之前并未被撤销；

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

任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；

- (e) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor; and

投资者在本协议项下的各项陈述、保证承诺、承认和确认在所有方面均属及将属准确、真实及完整，不具误导性或欺骗性且投资者方面并未重大违反本协议及

- (f) the Investor has completed the overseas direct investment procedure required solely in relation to the transactions contemplated under this Agreement.

投资者已完成仅与本协议项下拟进行的交易有关的境外直接投资手续。

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(f) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement, or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors, the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

如果第3.1条所载的任何条件于本协议之日后满一百八十（180）天（或本公司、整体协调人、投资者及联席保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(f)条所列条件不得豁免并且第3.1(e)条所列条件只能由本公司、整体协调人及联席保荐人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后30天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、整体协调人及/或联席保荐人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第3.2条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本条文的任何内容不得被解释为使投资者有权在本条文项下前述日期之前的期间内对投资者在本协议项下的陈述、保证、承诺、承认和确认的任何违反进行补救。

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any

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

投资者承认无法保证全球发售将完成或将不会延期或终止或发售价格将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，本公司、整体协调人或联席保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因被延期或终止、未在拟议日期和时间之前进行、完成或根本未予完成或如果发售价并非介乎公开文件所载的指示性范围而向本公司、整体协调人及 / 或联席保荐人或其各自的联属人士、董事、高级管理人员、雇员、合伙人、代理人及代表提起任何申索或诉讼的权利（如有）。

4. CLOSING

交割

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

根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的代表身份的整体协调人（及 / 或其各自联属人士），按发行价认购投资者股份。因此，投资者股份将在国际发售交割的同时或递延交付日期被认购，时间及方式须由本公司和整体协调人确定。

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

无论交付投资者股份的时间和方式如何，投资者应于上市日期香港时间上午 8:00 或之前（与交付投资者股份的时间及方式并无关系）通过电汇（向整体协

调人通知投资者的港元银行账户) 转账立即可用结算资金计存至整体协调人在上市日期前至一(1)个营业日书面通知投资者的港元银行账户的方式, 以港元全额即日支付总投资额, 连同相关经纪佣金及征费, 且不得作出任何扣减或抵销, 上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。

- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. Such determination by the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investor Shares as specified in clause 4.2.

倘若整体协调人按其全权酌情决定, 所有或任何部分投资者股份于晚于上市日期的日期(“**递延交付日期**”)交付, 在此情况下, 整体协调人须(i)于上市日期之前不迟于两(2)个营业日, 书面通知投资者将予递延交付的投资者股份数目; 以及(ii)不晚于实际递延交付日期的前两(2)个营业日, 书面通知投资者递延交付日期, 前提是递延交付日期不得晚于超额配股权可行使的最后限期起计三(3)个营业日。整体协调人一旦做出该决定将不可更改且对投资者具有约束力。倘若投资者股份将于递延交付日期交付予投资者, 则投资者须按第 4.2 条所指明的方式付款。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.

在依据第4.2 条就投资者股份支付到期付款的前提下, 向投资者(视情况而定)交付投资者股份须通过中央结算系统, 将投资者股份直接存入中央结算系统, 并记存于投资者不晚于上市日期或根据第 4.3 条厘定的递延交付日期前两(2)个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。

- 4.5 Without prejudice to clause 4.3, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time and manner of the delivery of the Investor Shares.

在不损害第 4.3 条规定的原则下, 投资者股份的交付及付款亦可以本公司、整体协调人、联席保荐人及投资者书面协议的任何其他方式进行, 前提是投资者股

份的付款不得晚于上市日期香港时间上午 8:00（与交付投资者股份的时间及方式并无关系）。

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

如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及联席保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及联席保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及联席保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第6.5条在税后基础上完全负责承担并向各受偿方作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。

- 4.7 In the event that the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the Shares in public hands on the Listing Date (prior to the exercise of the Over-allotment Option) can be beneficially owned by the three largest public shareholders, cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement under Rule 8.08(3) of the Listing Rules.

如果未能符合上市规则第 8.08(3)条项下上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%的规定（超额配股权获行使前），联席保荐人、整体协调人及本公司有权全权绝对酌情调整投资者将予购买的投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定。

- 4.8 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Overall Coordinators, the Joint Sponsors (as the case may be), including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or

pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the COVID-19, declaration of a national, international, regional emergency, disaster, calamity, crisis, economic or comprehensive sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat or escalation or outbreak of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, accidental or mechanical or electrical breakdown, technical or computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.

如本公司、整体协调人、联席保荐人各自因其控制以外（视乎情况而定）的状况，包括但不限于天灾、洪水、疾病、大流行病或疫情的爆发或升级（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒及 COVID-19）、宣布进入国家、国际或地区紧急状态、灾害、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作崩溃、公众骚乱、政治动荡或敌对行动威胁或升级或爆发、战争（不论是否宣战）、恐怖活动、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、意外或机械或电气故障、技术或计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况），而被阻止或延迟履行其在本协议下的义务，本公司、整体协调人、联席保荐人及其各自的联属人士（不论共同或个别）无需就任何延迟或未能执行其在本协议下规定的义务承担任何责任，且本公司、整体协调人、联席保荐人及其各自的联属人士各自有权终止本协议。

5. RESTRICTIONS ON THE INVESTOR

对投资者的限制

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agrees, enters into an agreement or publicly announces (except when fulfilling the disclosure requirement applicable to the Investor under the Rules Governing the Listing of Stocks on Shanghai Stock Exchange and/or imposed by other regulatory authorities) an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner;

or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction ; or (iv) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise. (Restrictions on the Investor as set out in clause 5.1(i), (ii), (iii) and (iv) are collectively, the “**Lock-up Undertaking**”).

Notwithstanding the Lock-up Undertaking set out above, the Company, the Overall Coordinators and the Joint Sponsors are fully aware of: (i) the potential change in control that is publicly announced by the holding company of the Investor, Tasly Pharmaceutical Group Co., Limited (天士力医药集团股份有限公司) (Shanghai Stock Exchange stock code: 600535), on 5 August 2024 and 6 August 2024 (the “**Potential Change in Control**”) which may occur during the Lock-up Period; and (ii) that in connection with the Potential Change in Control, certain individuals and/or entities may become direct or indirect shareholders of the Investor or otherwise become an affiliate of the Investor as a result of the Potential Change in Control (the “**New Affiliates**”). The Company, the Overall Coordinators and the Joint Sponsors hereby agree that the Potential Change in Control would not result in a breach of the obligations by the Investor under clause 5.1(ii), (iii) and (iv), provided that, (a) the Potential Change in Control would not affect the obligations of the Investor to comply with its undertaking under clause 5.1(i); and (b) after the consummation of such Potential Change in Control (if occurred within the Lock-up Period), the Investor will continue to be bound by the Lock-up Undertaking. However, to the extent in relation to the New Affiliates, the Investor will use its best endeavor to procure such New Affiliates to comply with the Lock-up Undertaking.

按照第 5.2 条，投资者（为其自身及代表投资者附属公司（在投资者股份由投资者附属公司持有的情况下））与本公司、整体协调人及联席保荐人达成一致、订立契诺并承诺，未经本公司、整体协调人及联席保荐人各自的事先书面同意，投资者自上市日期(含)起至上市日期后六(6)个月期间(含)止（“**禁售期**”）内的任何时间（包括上市日期），投资者不会并促使其联属人士不会直接或间接地(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中的任何权益，包括任何可转换、可交换、可行使的证券或代表可收取上述证券的权利，或同意或订约订立或公开宣布有意订立此类交易（除履行上海证券交易所股票上市规则及／或其他监管机构对投资者的披露要求外）；(ii) 允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或订约或公开宣布有意订立上文(i)、(ii)及(iii)所述的任何前述交易，而不论上文(i)、(ii)及(iii)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式。（上述第 5.1 条(i)、(ii)、(iii)和(iv)项中规定的对投资者的限制统称为“**限售承诺**”。）

尽管有上述限售承诺,但公司、整体协调人及联席保荐人完全知悉:(i)投资者的控股公司天士力医药集团股份有限公司(上海证券交易所股票代码:600535)于2024年8月5日和8月6日公开宣布的潜在控制权变更(下称"潜在控制权变更"),可能会在限售期内发生;以及(ii)就潜在控制权变更,某些个人和/或实体可能会成为投资者的直接或间接股东,或因此成为投资者的关联方(下称"新关联方")。公司、主承销商和联席保荐人在此同意,潜在控制权变更不会导致投资者违反第5.1(ii)、(iii)和(iv)条项下的义务,前提是:(a)潜在控制权变更不会影响投资者履行第5.1(i)条项下承诺的义务;以及(b)在此潜在控制权变更完成后(如果发生在限售期内),投资者仍将受限售承诺的约束。然而,就新关联方而言,投资者将尽最大努力促使该等新关联方遵守限售承诺。

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

第5.1条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司,前提是,在所有情况下:

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

在此类转让之前,该全资附属公司须发出按本公司、整体协调人及联席保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺,表示同意受且投资者承诺促使该全资附属公司将受本协议下投资者义务的约束,包括但不限于本第5条载列的对投资者的限制,犹如该全资附属公司本身受上述义务和限制的规限;

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

该全资附属公司应被视为已作出第6条规定的相同承认、确认、承诺、陈述及保证;

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

投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者,并须共同及个别承担本协议施加的所有责任及义务;

- (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor,

fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且于任何情况下不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、整体协调人及联席保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺促致该全资附属公司受本协议下投资者义务的约束，包括但不限于本协议第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及

- (e) such wholly-owned subsidiary is and will (A) be a QIB or (B) (i) not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司目前及将来 (A) 是合格机构买家或(B)(i)不是美国人士及非为了任何美国人士的原因或利益购买相关股份；及(ii)目前及将来位于美国境外； (ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买相关股份。

- 5.3 The Investor agrees and undertakes that during the period of 12 months following the Listing Date, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) (excluding the New Affiliates) in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “**substantial shareholder**”) of the Company's entire issued share capital and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (excluding the New Affiliates) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08 and 18A.07) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time

to time (the “**Public Float Undertaking**”). The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators if it comes to its attention of any of the abovementioned situations. In the case of New Affiliates also being the Investor’s close associates (as defined under the Listing Rule), the Investor will, within the period of 12 months following the Listing Date, (i) use its best endeavour to procure such New Affiliates to observe the Public Float Undertaking; and (ii) use its best endeavour to inform the Company, the Joint Sponsors and the Overall Coordinators as soon as practicable when the Investor becomes aware of the fact that itself and such close associates as a group is not able to observe the Public Float Undertaking.

投资者同意并承诺，在上市日后的 12 个月内，除了获得本公司、整体协调人及联席保荐人的事先书面同意外，投资者及其紧密联系人(定义见上市规则) (但不包括如果新关联方不是投资者的紧密联系人的新关联方) 于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“**主要股东**”而不时规定的其他百分比），在上市日期起 12 个月期间内，投资者不得成为本公司核心关连人士（按照上市规则的定义）。而且，投资者及其紧密联系人(不包括如果新关联方不是投资者的紧密联系人的新关联方)于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（按上市规则所拟定及联交所所诠释（包括但不限于上市规则第 8.08 条及第 18A.07 条））低于上市规则第 8.08 条载列的所需百分比或联交所可能不时批准并适用于本公司的该等其他百分比（“**公众持股承诺**”）。投资者同意如发现任何上述情况，将尽快通知本公司、联席保荐人及整体协调人。如新关联方亦为投资者的紧密联系人（定义见《上市规则》），投资者将于上市日期后 12 个月内 (i) 尽最大努力促使该等新关联方遵守公众持股承诺；及(ii) 尽最大努力于投资者知悉其本身及其紧密联系人作为一个团体无法遵守公众持股承诺尽快通知本公司、联席保荐人及整体协调人。

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

投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及 / 或联席保荐人合理要求后，向本公司、整体协调人及联席保荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得，且须促致其控股股东、联系人及其各自的实益所有人均不得通过询价圈购申请或下单购买全球发售下的股份（投资者股份除外）或申请认购香港公开发售下的股份。

- 5.5 The Investor and its affiliates, associates, directors, officers, employees, agents or representatives shall not accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under paragraphs 25 to 30 of Chapter 4.15 of the

Listing Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents.

投资者及其联属人士、联系人、董事、高级管理人员、雇员、代理人或代表不得与本公司、本公司控股股东、本集团任何成员公司或其各自的联属人士、董事高级管理人员、雇员或代理人接受或签订违背或违反上市规则（包括上市指南第 4.15 章第 25 至 30 段所载的规定或香港监管机构发布的其他书面指引）的任何安排或协议（包括但不限于任何附函）。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

承认、陈述、保证及承诺

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

投资者向本公司、整体协调人和联席保荐人中的每一方承认、陈述、承诺、保证、同意及确认：

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

本公司、整体协调人、联席保荐人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的指示性范围，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎发售文件所载的指示性范围，本公司、联席保荐人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何法律责任；

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及向公众展示的重大合同；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;

须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；

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

发售价完全且排他性地按照全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；

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

投资者将由投资者通过整体协调人及 / 或其作为国际发售中国际包销商的代表身份的联属人士认购；

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

投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；

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

投资者股份数目可受根据上市规则第 18 项应用指引或上市指南第 4.14 章或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的股份重新分配所影响；

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

在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及 / 或联席保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；

- (i) none of the Company, the Joint Sponsors, the Overall Coordinators nor any of their respective subsidiaries, affiliates, agents, directors, officers, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

本公司、联席保荐人、整体协调人、或其各自的任何附属公司、联属人士、代理人、董事、高级管理人员、雇员、合伙人或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；

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

投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何其他司法管辖区人士的原因或利益，除非该司法管辖区适用法律允许；

- (k) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “**restricted securities**” within the meaning of Rule 144 under the Securities Act;

如投资者根据证券法第 144A 条购买投资者股份，投资者股份将构成证券法第 144 条规定的“**受限制证券**”；

- (l) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “**offshore transaction**” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any

applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

其理解并同意投资者股份的转让仅可(A)根据第 144A 条或证券法项下的其他可享有的豁免在美国境内进行；或(B)根据 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；

- (m) it understands that none of the Company, the Overall Coordinators, the Joint Sponsors or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

其理解，本公司、整体协调人、联席保荐人或国际发售的任何国际包销商均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有第 144 条或证券法项下任何其他可享有的豁免的任何陈述；

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

除第 5.2 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；

- (o) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;

在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何联席保荐人、整体协调人、其他包销商和公司、其各自的关联方、董事、高级职员、雇员、顾问和代表提出的因本协议和全球发售引起的或与之有关的任何索赔；

- (p) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients;

(ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易股份或本公司或其联属人士或联系人的其他证券或衍生工具；

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

本协议、在保密基础上提供给投资者及 / 或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及 / 或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：

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

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

可能已经提供给投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；

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

可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何股份或其他证券的要约或邀请的依据；及

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

可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；

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

本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

- (s) neither the Investor nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Investor Shares or any form of general solicitation or general advertising (as defined in Regulation D under the

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

投资者或其任何附属人士或代表其行事的任何人士均未从事或将从事关于投资者股份的任何定向销售工作（按照 S 规例的定义）或就投资者股份作出的任何广泛招揽或公开广告（按照证券法 D 规例的定义或以参与公开发售的任何方式（定义见证券法第 4(2)条））；

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

其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或联席保荐人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；

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

在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及 / 或联席保荐人（包括其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人及附属人士）或其代表可能于本协议之日或之前向投资

者提供的任何其他信息（无论是由本公司、联席保荐人、整体协调人或各自的董事、高级职员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、整体协调人、联席保荐人及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、整体协调人、联席保荐人及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；

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

整体协调人、联席保荐人、其他全球发售的包销商及其各自的董事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、研发、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、研发、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；

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

投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；

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

其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、联席保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、联席保荐人或其各自联系人、联属人士、董事、高级管理人员、雇员、合伙人、雇问、代理人或代表均不对投资者股份的认购或收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators and the Joint Sponsors have made no assurances that a public or active market will ever exist for the Investor Shares; 据其了解，目前不存在投资者股份的公开市场，而且本公司、整体协调人和联席保荐人也不保证投资者股份将永远存在公开或活跃市场；
- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, officers, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;

如果出于任何原因，全球发售被延迟或终止或无法完成，本公司、整体协调人、联席保荐人或其各自的任何联系人、联属人士、董事、高级管理人员、雇员、合伙人、代理人、顾问或代表均不对投资者或其附属公司负有任何责任；

- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

在联交所可能批准并符合适用法律的情况下，本公司及整体协调人将拥有改变或调整(i)全球发售项下将予发行的股份数目；(ii)香港公开发售及国际发售项下将予发行的股份数目；及(iii)发售股份、发售价范围及最终发售价的其他调整或重新分配的全权绝对酌情决定权；

- (cc) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

任何股份买卖均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律、法规或相关规则对买卖股份的限制；及

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

任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；及

- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.5; and

投资者已同意于上市日期或根据第 4.5 条协议的其他日期上午 8 时（香港时间）或之前支付总投资金额及相关经纪佣金和征费；

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

投资者向本公司、整体协调人及联席保荐人进一步承认、陈述、保证及承诺：

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

其根据其成立地的法律正式成立、有效存续，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；

- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- 其具有合法权利和权力拥有、使用、租赁和经营其资产并以目前的方式开展业务；
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained, and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor

further agrees and undertakes to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“批准”），而该等批准保持全面有效且并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或作废的事实或情况。投资者进一步同意并承诺在批准因任何原因不再完全有效、失效、被撤销、撤回或搁置时立即书面通知本公司、整体协调人、联席全球协调人和联席保荐人；

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

投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组建或组织章程文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用于投资者的任何司法管辖区的法律，或(iii)对投资者具有约束力的任何协议或其他文书，或(iv)对投资者具有管辖权的任何政府机关的任何判决、命令或判令；

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

Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”). The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（“**监管机构**”）规定的时间内，直接或通过本公司、整体协调人及 / 或联席保荐人间接地向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机关或证券交易所提供或促成提供并同意披露该等适用法律要求或监管机构不时要求的信息（包括但不限于(i)投资者及其最终实益所有人及 / 或最终负责对收购发出与认购投资者股份有关的指示的人员的身份信息（包括但不限于其各自的名称及注册地））；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、总投资额及本协议下的锁定限制）；(iii)涉及投资者股份的任何换股安排或其他金融或投资产品及其详细信息（包括但不限于认购人及其最终受益所有人的身份信息以及此类换股安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其受益所有人及其联系人与公司及其任何股东之间的任何关联关系）（“**投资者相关信息**”）。投资者进一步授权本公司、整体协调人、联席保荐人及其各自的联属人士、董事、高级管理人员、雇员、顾问及代表向该等监管机构披露任何投资者相关信息，及/或上市规则或适用法律要求的任何公开文件或其他公告或文件中披露的信息，或应任何相关监管机构的要求披露的所有信息；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development; it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Joint Sponsors in connection with the transactions contemplated thereunder;

投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认

为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何整体协调人或联席保荐人就其项下预期交易的客户；

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

其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事或高级管理人员；

- (l) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an “**offshore transaction**” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;

(i)如果认购投资者股份发生在美国，他们其中的一方为合资格机构买家；或(ii)如果认购投资者股份发生在美国境外，则按照证券法 S 规例中定义的“**境外交易**”实施且其不是美国人士；

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

投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；

- (n) the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its

shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

投资者及其实益拥有人及 / 或联系人: (i)为独立于本公司的第三方; (ii)不属于本公司的关连人士(定义见上市规则)或其联系人,且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士(定义见上市规则),即便投资者与可能将签订(或已经签订)本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系,且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士,且不得与该等关连人士一致行动(定义见证监会颁布的《公司收购、合并及股份回购守则》); (iii)具有履行本协议项下所有义务的财务能力; (iv)不由(a)本公司任何核心关连人士(定义见上市规则)或(b)本公司、本公司或其任何附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东或上述任何人士的紧密联系人(定义见上市规则)予以直接或间接提供资金、资助或支持,且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示;及(v)除非以书面形式向公司、联席保荐人和整体协调人披露,否则与公司或其任何股东没有关联关系;

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

投资者将使用本身的资金认购投资者股份。投资者并无取得且无意取得贷款或任何形式的融资,以履行其于本协议项下的付款义务,投资者股份的剩余付款将由投资者使用本身的资金支付;

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

投资者、其实益拥有人及 / 或联系人均不是任何整体协调人、联席保荐人、账簿管理人、牵头经办人、全球发售包销商、牵头经纪商或任何分销商的“**关连客户**”。“**关连客户**”、“**牵头经纪商**”及“**分销商**”应具有上市规则附录 F1 (股本证券的配售指引) 赋予其的涵义;

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

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

- (r) neither the Investor, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

投资者、实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）或现任股东，或任何前述人士的联系人或代名人；

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

除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或 (b)按上市规则（包括但不限于第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；

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

投资者未与任何“**分销商**”（定义见证券法 S 规例）就股份的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；

- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Listing Guide;

认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及上市指南第 4.15 章的适用段落；

- (v) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) (other than the New Affiliates, if applicable) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

投资者及其紧密联系人（定义见上市规例）（新关联方除外，如适用）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；

- (w) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect)

by any connected person of the Company, by any one of the Overall Coordinators, the Joint Sponsors, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

投资者、其实益拥有人及 / 或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、任一整体协调人、联席保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；

- (x) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under paragraphs 25 to 30 of Chapter 4.15 of the Listing Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholders, any member of the Group or their respective affiliates, directors, officers, employees or agents; and

投资者或其联属公司、董事、高级职员、雇员或代理人 与本公司或其控股股东、本集团任何成员公司或其各自的联属公司、董事、高级职员、雇员或代理人之间，未曾或将来不会订立或作出任何与《上市规则》（包括上市指南第 4.15 章第 25 至 30 段所载的规定）不一致的协议或安排，包括任何附函；及

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

除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；

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

除先前以书面形式向公司、联席保荐人及整体协调人披露的情况外，投资者、其受益所有人及/或联系人并未签订也不会签订任何涉及投资者股份的换股安排或其他金融或投资产品；及

- (aa) neither the Investor nor any of its controlling shareholder(s), associates and beneficial owners has applied for or placed an order through the book building process for any Shares in the Global Offering other than pursuant to this Agreement.

投资者及其任何控股股东、联系人及实益所有人概无通过询价圈购申请或下单购买全球发售下的任何股份（根据本协议者除外）。

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group

of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive.

投资者向本公司、整体协调人及联席保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、联席保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及 / 或本公司、整体协调人及 / 或联席保荐人或其代表可能发布的与全球发售有关的其他公告或展示文件中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及联席保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及 / 或有关本公司、整体协调人及 / 或联席保荐人为确保其遵守适用法律及 / 或公司或证券登记及 / 或相关监管机构（包括但不限于联交所、证监会及中国证监会）而合理要求事项的其他信息及 / 或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性。

- 6.4 The Investor understands that the representations, warranties, undertakings, and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Joint Sponsors, the underwriters, and their respective subsidiaries, agents, affiliates and advisers, and

others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements herein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.

投资者了解，第 6.1 条及第 6.2 条中的陈述、保证、承诺、和确认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、整体协调人、联席保荐人、包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖本协议中所载的投资者保证、承诺、陈述和确认的真实性、完整性及准确性，并且投资者同意如果本协议中的任何保证、承诺、陈述或确认的任何方面不再真实、准确和完整或具有误导性或欺骗性，将立即书面通知本公司、整体协调人及联席保荐人。

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

投资者同意并承诺，对于向本公司、整体协调人、联席保荐人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高级管理人员、董事、雇员、员工、联系人、合伙人、代理人 and 代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任。

- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation,

representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.

投资者在第 6.1 条、第 6.2 条、第 6.3 条、第 6.4 条及第 6.5 条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期及递延交付日期（如适用）重复作出。

6.7 The Company represents, warrants and undertakes that:

本公司陈述、保证并承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the Cayman Islands;

其依据其注册成立地的法律依法成立并有效存续；

- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;

其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动，且本协议一经签署，将构成其合法、有效且具有约束力的义务；

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

在已付款并且遵守第 5.1 条规定的禁售期的前提下，投资者股份将并且在根据第 4.4 条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的股份享有同等地位；

- (d) none of the Company and its controlling shareholders (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under paragraphs 25 to 30 of Chapter 4.15 of the Listing Guide) with any of the Investor or its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives; and

本公司、本公司控股股东（定义见上市规则）、本集团任何成员公司及其各自的联属人士、董事、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人或代表达成任何与上市规则（包括上市指南第 4.15 章第 25 至 30 段所载的规定）不符的协议或安排，包括任何附函；及

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, officers, employees, agents or representatives has entered into any arrangement, agreement or

undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何附属人士、董事、高级管理人员、雇员、代理人或代表未与任何政府机关或任何第三方就任何投资者股份达成任何安排、协议或承诺。

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

本公司承认、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中的股份的其他投资者具有相同权利。

7. TERMINATION

终止

- 7.1 This Agreement may be terminated:

本协议可在以下情况下终止：

- (a) in accordance with clauses 3.2, 4.6 or 4.8;

根据第 3.2 条、第 4.6 条或第 4.8 条终止；

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

如果在国际发售的交割当日或如适用，递延交付日期或之前投资者方面严重违反本协议（或根据第5.2 条转让投资者股份的投资者全资附属公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺及确认），则本公司、整体协调人及联席保荐人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或

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

所有各方书面同意后终止本协议。

- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

在不损害第 7.3 条规定的原则下，如果根据第 7.1 条终止本协议，各方无须继续履行其在本协议项下的各自义务（第 8.1 条项下的保密义务除外），各方在本协议项下的权利和责任（下文第 11 条项下的权利除外）应中止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

即使本协议终止，第 6.5 条及投资者在本协议中作出的弥偿保证在任何情况下应继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY

公布和保密

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

除非本协议和投资者签订的保密协议中另有规定，否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、整体协调人、联席保荐人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or displayed documents to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
向联交所、证监会、中国证监会及 / 或本公司、整体协调人及 / 或联席保荐人受制的其他监管机构披露，且将由本公司或其代表刊发的公开文件、营销和路演材料以及本公司、整体协调人及 / 或联席保荐人或其代表刊发的与全球发售有关的其他公告或展示文件中可对投资者的背景以及本公司和投资者之间的关系作出说明；
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and

affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、高级管理人员和相关雇员、代表和代理人在其需要知晓的范围内披露，但前提是披露方应：(i)促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、高级管理人员和相关雇员、代表和代理人知晓并遵守本协议中列明的所有保密义务，及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、高级管理人员和相关雇员、代表和代理人违反该等保密义务的行为负责；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including the disclosure requirement applicable to the Investor under the Rules Governing the Listing of Stocks on Shanghai Stock Exchange and submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

任何一方根据任何适用法律或对该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）或证券交易所规则的要求（包括《上海证券交易所股票上市规则》对投资者的披露要求及根据《公司（清盘及杂项条文）条例》和上市规则将本协议作为重大合约提交给香港公司注册处办理登记并向公众展示），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

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

投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、整体协调人及联席保荐人的意见，并获得彼等的事先书面同意。

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.

本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、整体协调人及联席保荐人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、整体协调人及联席保荐人及其各自的法律顾问提供任何意见和证明文件。

- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

投资者立即承诺就编制第 8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景资料、其与本公司的关系、其所有权（包括最终实益所有权）、及 / 或本公司、整体协调人或联席保荐人为了以下目的可能合理要求的事项的进一步信息及 / 或支持文件）：(i) 在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、联席保荐人及/或整体协调人遵守适用的公司或证券登记要求及 / 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. NOTICES

通知

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

本协议下传达的所有通知应使用英文或中文书写，且应以第 9.2 条要求的形式发送至以下地址：

<u>Party</u> 各方	<u>Contact</u> 通讯方式	<u>Address</u> 地址
Company 本公司	Facsimile 传真: / Email 电邮: zhangmaowen@66nao.com Attention 收件人: 张茂闻	Room 1301, 13/F, Building 3, Shaoxing Shuimuwan District Science Park No. 2 Pingjiang Road Yuecheng District, Shaoxing City

		Zhejiang Province PRC 中国 浙江省 绍兴市越城区 平江路 2 号 绍兴水木湾科学园 3 号楼 13 层 1302 室
Investor 投资人	Facsimile 传真: / Email 电邮: tsl- tianrunhe@tasly.com Attention 收件人: Tian Runhe	Room 908 ,9/F., Star House, 3 Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong 香港九龙尖沙 咀梳士巴利道 3 号星光行 9 楼 908 室
CICC 中金公司	Facsimile 传真: (+852) 2872 2100 Email 电邮: GI_dawn2023@cicc.com.cn Attention 收件人: CICC Dawn Team	29/F, One International Finance Centre 1 Harbour View Street Central Hong Kong 香港 中环 港景街 1 号 国际金融中心一期 29 楼
SPDBI 浦银国际	Facsimile 传真: 2750 1798 Email 电邮: ecm@spdbi.com Attention 收件人: SPDBI ECM Department	33/F, SPD Bank Tower One Hennessy, 1 Hennessy Road Hong Kong 香港 轩尼诗道 1 号 浦发银行大厦 33 楼

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt)

48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

本协议项下交付的任何通知应以专人交付、传真或电子邮件发送或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如以电子邮件发出，则在发出之时视作收妥（除非发件方最终得知有关电子邮件未能成功交付）；及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满 48 小时（或满 6 日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. GENERAL

一般规定

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

每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求但未取得的同意、批准和授权外，该方在履行其在本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。

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

本协议中规定的各联席保荐人及整体协调人的义务是个别的（而非共同的或共同及个别的）。任何联席保荐人或整体协调人都不对任何其他联席保荐人或整体协调人未能履行其在本协议项下各自的义务承担责任，任何此类未履行行为均不得影响任何其他联席保荐人或整体协调人行使本协议条款的权利。尽管有前述规定，各联席保荐人和整体协调人均有权在适用法律允许的范围内单独或与其他联席保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to

the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 for the purposes of this Agreement.

就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据第 4.2 条需要支付的金额应具有决定性及约束力，但有明显错误者除外。

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

投资者、本公司、整体协调人及联席保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及 / 或批准相互配合。

- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。

- 10.6 In the event of any discrepancy between the English language version and the Chinese language version of this Agreement, the English language version shall prevail.

倘若本协议的英文文本与中文文本出现任何歧异，应以英文文本为准。

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

除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方 / 卖方和相关受让方 / 买方平均承担。

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

时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。

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

本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。

- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all

prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。

- 10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

除第10.11 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：

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

受偿方可强制执行并依赖第 6.5 条（但应在如同其为本协议一方的相同范围内）。

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

在未获得第 10.11(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。

- 10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinator or Joint Sponsor shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

整体协调人及联席保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或联席保荐人仍应，个别但不共同地对根据本分条被授予相关权利、职责、权力及 / 或酌情决定权的任何联属人士的一切作为和不作为负责。

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers

and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

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

如果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任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：

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

本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；
或

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

本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。

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

本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

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

如果投资者在上市日期或递延交付日期（如适用）当日或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、整体协调人及联席保荐人有权解除本协议，且各方在本协议下的所有义务应立即中止。

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

每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

各方不可撤销及无条件地同意本协议可以按照适用法律通过附加电子签名的方式订立，且所使用的方法就本协议所载信息的沟通而言是可靠及适合的。

11. GOVERNING LAW AND JURISDICTION

管辖法律及司法权区

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

本协议及各方之间的关系应受香港法律管辖，并据以解释。

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

因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均

具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

12. IMMUNITY

豁免权

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

如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. PROCESS AGENT

法律程序文件代理人

- 13.1 The Investor irrevocably appoints TIAN Runhe at Room 908 ,9/F., Star House, 3 Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).

投资者不可撤销地委任位于香港九龙尖沙咀梳士巴利道3号星光行9楼908室的田润河，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）。

14. COUNTERPARTS

副本

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

本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成一份完整的协议。以电子邮件附件（PDF）或传真形式交付签字后的本协议签字页副本应视为有效的交付形式。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

本协议定于文首列明的日期由缔约双方正式授权签署，以昭信守。

FOR AND ON BEHALF OF:
为及代表:

BRAIN Aurora MEDICAL TECHNOLOGY LIMITED
脑动极光医疗科技有限公司

By:
签署:

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

Name: Wang, Xiaoyi
姓名: 王晓怡

Title: Executive Director, CEO
职务: 执行董事, 总经理

FOR AND ON BEHALF OF:

为及代表:

**TASLY (HONG KONG) PHARMACEUTICAL INVESTMENT
LIMITED**

天上力（香港）医药投资有限公司



By:

签署:

✓ 闫境

Name: YAN Kaijing

姓名: 闫凯境

Title: Director

职务: 董事

FOR AND ON BEHALF OF:

为及代表:

CHINA INTERNATIONAL CAPITAL CORPORATION

HONG KONG SECURITIES LIMITED

中国国际金融香港证券有限公司

By:

签署:



Name: Laura Zhong

姓名: 钟犁

Title: Executive Director

职务: 执行总经理

FOR AND ON BEHALF OF:
为及代表:

SPDB INTERNATIONAL CAPITAL LIMITED
浦银国际融资有限公司

By:
签署:



Name: Chan Chun Sing
姓名: 陈振声

Title: Director
职务: 董事

SCHEDULE 1

附表一

INVESTOR SHARES

投资者股份

Number of Investor Shares

投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 5,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus, (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 1,000 Shares.

投资者股份数目须等于：(1) 5,000,000 美元的等值港元（按照招股章程所披露的港元兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以（2）发售价，舍入到最接近的一整手。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Sponsors and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders. Further, the Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with the relevant requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 and Rule 18A.07 of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的发售股份重新分配所影响。倘若香港公开发售的股份总需求量属于本公司的最终招股章程“全球发售的架构 – 香港公开发售 – 重新分配”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、联席保荐人及本公司可全权酌情调整投资者股份数量，以符合上市规则第 8.08(3) 条项下上市日期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，不得超过 50% 的规定。此外，整体协

调人可全权绝对酌情调整投资者股份数目，以遵守上市规则的相關規定，包括但不限於上市规则第 8.08 条及第 18A.07 条的公众持股量规定及上市规则附录 F1 所载的配售指引。

SCHEDULE 2

附表二

PARTICULARS OF INVESTOR

投资者详情

The Investor

投资者

Tasly (Hong Kong) Pharmaceutical
Investment Limited

（天士力（香港）医药投资有限公司）

Place of incorporation:
注册成立所在地:

The Special Administrative Region of Hong
Kong of the PRC
中国香港特别行政区

Certificate of incorporation number:
公司注册证书编号:

No.2745081

Business registration number:
商业登记号码:

69867956-000-09-18-5

LEI number:
法人机构识别编码:

不适用

Correspondence address and telephone
number and contact person:
联系地址及电话及联系人:

Room 908 ,9/F., Star House, 3 Salisbury
Road, Tsim Sha Tsui, Kowloon, Hong Kong
香港九龙尖沙咀梳士巴利道 3 号星光行 9
楼 908 室

Tian Runhe 田润河

15620625673

tsl-tianrunhe@tasly.com

Principal activities:
主营活动:

Investment Holding

投资控股

Ultimate controlling shareholder(s):
最终控股股东:

Yan Kaijing 闫凯境

Place of incorporation of ultimate
controlling shareholder(s):
最终控股股东的注册成立所在地:

N/A

不适用

Business registration number and LEI number of ultimate controlling shareholder(s): 最终控股股东的商业登记号码及法人机构识别编码:	N/A 不适用 N/A 不适用
Principal activities of ultimate controlling shareholder(s): 最终控股股东的主营活动:	商人
Shareholder and interests held: 股东及所持股权:	Tianjin Zhongzhi Technology Development Co., Ltd, 100% 天津众智科技发展有限公司持股 100%
Description of the Investor for insertion in the Prospectus: 投资者说明（待载入招股章程）:	<i>Tasly (Hong Kong)</i> Tasly (Hong Kong) Pharmaceutical Investment Limited (天士力(香港)醫藥投資有限公司) (“Tasly (Hong Kong)”) has agreed to subscribe for such number of the Offer Shares (rounded down to the nearest whole board lot) which may be purchased with an aggregate amount of US\$5,000,000 at the Offer Price (exclusive of brokerage, SFC transaction levy, AFRC transaction levy and the Hong Kong Stock Exchange trading fee payable). Tasly (Hong Kong) is an investment holding company with limited liability incorporated under the laws of the Hong Kong which is indirectly wholly owned by Tasly Pharmaceutical Group Co., Ltd (天士力醫藥集團股份有限公司) (“Tasly Pharmaceuticals”), a company listed on the Shanghai Stock Exchange (Stock code: 600535), Tasly Pharmaceuticals was controlled by Tasly Bio-Medicine Industry Group Co., Ltd. (天士力生物醫藥產業集團有限公司) (“Tasly Group”).

Tasly Group is a limited liability company established in the PRC principally engaged in biomedical healthcare in the “great-health” industry and ultimately beneficially controlled by Yan Kaijing (閔凱境) as of the Latest Practicable Date. On August 5, 2024 and August 6, 2024, Tasly Pharmaceuticals announced that Tasly Group, together with certain other shareholders of Tasly Pharmaceuticals, have agreed to transfer an aggregate of 28% equity interests in Tasly Pharmaceuticals, to China Resources Sanjiu Medical & Pharmaceutical Co., Ltd. (華潤三九醫藥股份有限公司) (“CR Sanjiu”), a company established in the PRC with limited liability and the shares of which are listed on the Shenzhen Stock Exchange (stock code: 000999), and a non-wholly owned subsidiary of China Resources Pharmaceutical Group Limited, a company listed on the Stock Exchange (stock code: 3320). Such share transfer is subject to certain conditions and had not been completed as of the Latest Practicable Date. Upon the completion of such share transfer, Tasly Pharmaceuticals will be accounted for as a non-wholly-owned subsidiary of China Resources Pharmaceutical Group Limited (the “Potential Change in Control”). For further details of the Potential Change in Control, please refer to the announcement of China Resources Pharmaceutical Group Limited dated August 4, 2024 as published on the website of the Stock Exchange, and the announcements of Tasly Pharmaceuticals dated August 5 and August 6, 2024, respectively, as published on the website of the Shanghai Stock Exchange.

Tasly (Hong Kong) became aware of the cornerstone investment opportunities through commercial cooperation with the Company.

Tasly Pharmaceuticals is principally engaged in the research and development, manufacturing and distribution of Chinese and chemical medicinal products and is one of the leading companies in modernized traditional Chinese medicine development. Through its subsidiaries, Tasly Pharmaceuticals is also engaged in biopharmaceutical business in the PRC with a bench-to-bedside biologics commercialization platform which vertically integrates the research and development, manufacturing, and sales and marketing of proprietary biologic products.

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

相关投资者类别(联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别):

Cornerstone investor 基石投资者

**THE AMENDED AND REINSTATED CORNERSTONE INVESTMENT
AGREEMENT**

经修订及经重述基石投资协议

December 23, 2024

2024 年 12 月 23 日

BRAIN Aurora MEDICAL TECHNOLOGY LIMITED

脑动极光医疗科技有限公司

AND

与

**SUZHOU CEYUAN FUHAI ENTERPRISE MANAGEMENT PARTNERSHIP
(LIMITED PARTNERSHIP)**

苏州策源扶海企业管理合伙企业（有限合伙）

AND

与

**CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG
SECURITIES LIMITED**

中国国际金融香港证券有限公司

AND

与

SPDB INTERNATIONAL CAPITAL LIMITED

浦银国际融资有限公司

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THIS AGREEMENT (this “**Agreement**”) is made on December 23, 2024

本协议（本“协议”）于 2024 年 12 月 23 日订立

BETWEEN:

订约方为：

- (1) **BRAIN Aurora MEDICAL TECHNOLOGY LIMITED**, an exempted company with limited liability incorporated under the laws of the Cayman Islands on April 25, 2023, whose registered office is at 3-212 Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 30746, Seven Mile Beach, Grand Cayman KY1-1203, Cayman Islands (the “**Company**”);

脑动极光医疗科技有限公司，一家于二零二三年四月二十五日于开曼群岛注册成立的有限公司，其注册办事处地址位于 3-212 Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 30746, Seven Mile Beach, Grand Cayman KY1-1203, Cayman Islands (“**本公司**”)；

- (2) **Suzhou Ceyuan Fuhai Enterprise Management Partnership (Limited Partnership)**, a company with limited partnership incorporated under the laws of the PRC on 2024, whose registered address is at Unit G1-603, Phase VII, Artificial Intelligence Industrial Park, 88 Jinji Lake Avenue, Suzhou Industrial Park, Suzhou Area, Jiangsu Province, China (Jiangsu) Pilot Free Trade Zone. (the “**Investor**”);

苏州策源扶海企业管理合伙企业(有限合伙)，一家于中国于 2024 年注册成立的有限合伙企业，其注册地址位于中国（江苏）自由贸易试验区苏州片区苏州工业园区金鸡湖大道 88 号人工智能产业园七期内 G1-603 单元（“**投资者**”）；

- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”); and

中国国际金融香港证券有限公司，位于香港中环港景街 1 号国际金融中心第一期 29 楼（“**中金公司**”）；

- (4) **SPDB INTERNATIONAL CAPITAL LIMITED**, of 33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong (“**SPDBI**”, together with CICC, the “**Joint Sponsors**” and “**Overall Coordinators**” and each a “**Joint Sponsor**” and “**Overall Coordinator**”).

浦银国际融资有限公司，位于香港轩尼诗道1号浦发银行大厦33楼（“**浦银国际**”，与中金公司统称为“**联席保荐人**”及“**整体协调人**”，及各自称为“**联席保荐人**”及“**整体协调人**”）

WHEREAS:

背景陈述:

- (A) The Company entered into a cornerstone investment agreement with the Investor, CICC and SPDBI dated December 11, 2024 (the “**Original Agreement**”), and the aforementioned parties hereby agree to enter into this Agreement to amend, reinstate and supersede the Original Agreement in its entirety.

本公司、投资者、中金公司及浦银国际于 2024 年 12 月 11 日签订了一份基石投资协议（“**原协议**”）。前述各方同意通过签订本协议，以全面修订、重述及取代原协议。

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

本公司已申请通过全球发售（“**全球发售**”）使其股份（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：

- (i) a public offering by the Company for subscription of 18,112,000 Shares (subject to adjustment) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and

本公司通过公开发售以供香港公众认购 18,112,000 股股份（可予调整）（“**香港公开发售**”）及

- (ii) a conditional placing of 163,000,000 Shares (subject to adjustment and the Overallotment Option (as defined below) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“QIBs”) in reliance upon Rule 144A (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).

根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者进行配售）以及根据第 144A 条（定义见下文）或证券法项下的任何其他豁免登记条文在美国境内向合格机构买家（“合格机构买家”）有条件配售本公司发售的 163,000,000 股股份（视乎超额配股权（定义见下文）行使与否而定及可予调整）（“**国际发售**”）。

- (C) CICC and SPDBI are acting as the Joint Sponsors, and CICC and SPDBI are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.

中金公司及浦银国际担任全球发售的联席保荐人，中金公司及浦银国际担任全球发售的整体协调人及资本市场中介人。

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

受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）。

- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

特此拟在双方就条款和条件达成一致意见的前提下，整体协调人和其他包销商（将在国际包销协议中列名）将与本公司就国际发售订立包销协议，以（其中包括）有条件地包销本协议项下的投资者将予认购的投资者股份。

IT IS AGREED as follows:

特此约定如下：

1. DEFINITIONS AND INTERPRETATIONS

定义和解释

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

本协议（包括其附表及背景陈述）中，下列各词语及表达除文义另有规定外，须具有以下涵义：

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

“**联属人士**”就特定个人或实体而言，除文义另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受上述特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，“控制”（包括“控制”、“受控制”及“共同受控制”）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

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

“**会财局**”指会计及财务汇报局；

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

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

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

“**批准**”具有第 6.2(g)条赋予该词的涵义；

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

“**联系人 / 紧密联系人**”须具有上市规则赋予该词的涵义，“**多位联系人 / 多位紧密联系人**”亦须据此解释；

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

“**经纪佣金**”指费用规则(按照上市规则定义)第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

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

“**营业日**”指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）；

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

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

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

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

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

“**公司条例**”指不时经修订、补充或以其他方式修改的《公司条例》（香港法例第 622 章）；

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

“公司（清盘及杂项条文）条例”指不时经修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第 32 章）；

“**connected person/core connected person**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

“关连人士 / 核心关连人士”须具有上市规则赋予该词的涵义，“多位关连人士 / 多位核心关连人士”亦须据此解释；

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

“关联关系”须具有中国证监会备案规定赋予该词的涵义；

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

“合约（第三者权利）条例”指不时经修订、补充或以其他方式修改的《合约（第三者权利）条例》（香港法例第 623 章）；

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

“控股股东”除文义另有规定外，须具有上市规则赋予该词的涵义，“各控股股东”亦须据此解释；

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

“中国证监会”指中国证券监督管理委员会，其为负责监督和管理中国证券市场的监督管理机构；

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

“中国证监会备案规定”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引，包括其不时进行的修改、补充或其他修改。

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3

“递延交付日期”指在香港公开发售及国际发售的包销协议（“包销协议”）已订立且已成为无条件及未终止的情况下，整体协调人应根据第 4.3 条通知投资者的较后日期；

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

“处置”指包括，就任何相关股份，直接或间接地：

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

不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售），或者（无论直接或间接地并且无论有条件或无条件地）就可转换为、可行使以获得或可兑换为该等相关股份或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或

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

订立任何掉期或其他安排，以将该等相关股份或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或

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

订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何交易；或

- (iv) agreeing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case

whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

同意或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

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

“**FINI**”具有上市规则项下赋予该词的涵义；

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

“**全球发售**”具有背景陈述(B)赋予该词的涵义；

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

“**政府机关**”指任何政府、政府间、监管或行政委员会、理事会、团体、部门、机关或机构或任何证券交易所(包括但不限于联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关，不论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关；

“**Group**” means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

“**本集团**”指本公司及其不时的附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

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

“**港元**”指香港法定货币；

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

“**香港**”指中华人民共和国香港特别行政区；

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

“香港公开发售”具有背景陈述(B)赋予该词的涵义；

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

“受偿方”具有第 6.5 条赋予该词的涵义；并且“受偿方”应视文意而定，指其中任何一方；

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

“国际发售”具有背景陈述(B)赋予该词的涵义；

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

“国际发售通函”指本公司拟就国际发售向有意投资者（包括投资者）发出的最终发售通函；

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

“投资者相关信息”具有第6.2(i)条赋予该词的涵义；

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

“投资者股份”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的股份数目（如附表 1 所计算）；

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

“法律”指所有相关司法管辖区的任何政府机关（包括但不限于联交所、证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

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

“**征费**”指占总投资额的 0.0027%的证监会交易征费（或者于上市日期适用的交易征费），占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）以及占总投资额的 0.00015%的会财局交易征费（或者于上市日期适用的交易征费）；

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

“**上市日期**”指股份首次于联交所上市的日期；

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

“**上市指南**”指联交所发布的、经不时修订、补充或以其他方式修改的《新上市申请人指南》；

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

“**上市规则**”指香港联合交易所有限公司证券上市规则及联交所不时修订、补充或以其他方式修改的上市决策、指引和其他要求；

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

“**禁售期**”具有第5.1 条赋予该词的涵义；

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

“**发售价**”指根据全球发售发行或出售股份的每股股份港元价格（不包括经纪佣金和征费）；

“**Overall Coordinators**” has the meaning given to it in Recital(C);

“**整体协调人**”具有背景陈述(C)赋予该词的涵义；

“**Over-allotment Option**” has the meaning given to it in the International Offering Circular;

“**超额配股权**”具有国际发售通函赋予该词的涵义；

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

“**各方**”指本协议中具名的各方，“**一方**”指其中任何一方（视文义而定）；

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

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

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

“**初步发售通函**”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发及不时经修订、补充或以其他方式修改的初步发售通函；

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

“**专业投资者**”指具有证券及期货条例附表一第一部赋予该词的涵义；

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

“**招股章程**”指本公司将就香港公开发售发行的最终招股章程；

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

“**公开文件**”指经不时修订或补充的，初步发售通函及国际发售的国际发售通函、及本公司将就香港公开发售在香港刊发的招股章程以及本公司可能就全球发售可能刊发的此类其他文件和公告；

“**QIB(s)**” has the meaning given to it in Recital (B);

“**合资格机构买家**”具有鉴于背景陈述(B)赋予该词的涵义；

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

“**S 规例**”指证券法项下的 S 规例；

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

“**监管机构**”具有第6.2(i)条赋予该词的涵义；

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from

the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“**相关股份**”指投资者或第 2.2 条项下投资者的全资附属公司依据本协议认购的投资者股份，以及依据任何供股、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）；

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

“**人民币**”指人民币，中国的合法货币；

“**Rule 144A**” means Rule 144A under the Securities Act;

“**第 144A 条**”指证券法项下的第 144A 条；

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

“**证券法**”指美国 1933 年证券法（经不时修订或补充）及据此颁布的规则及规例；

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

“**证监会**”指香港证券及期货事务监察委员会；

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

“**证券及期货条例**”指不时经修订、补充或以其他方式修改的《证券及期货条例》（香港法例第 571 章）；

“**Shares**” means the ordinary shares in the share capital of the Company with a nominal value of US\$0.0001 each prior to the Share Subdivision or US\$0.0000001 each upon completion of the Share Subdivision, which are to be subscribed for and traded in HK dollars and are to be listed on the Stock Exchange;

“**股份**”指本公司股本中每股面值 0.0001 美元（股份拆细前）或每股面值 0.0000001 美元（股份拆细完成后）的普通股，此类股份将以港元认购和交易，并拟将在香港联交所上市；

“**股份拆细**”指本公司已发行及未发行股本中每股面值 0.0001 美元的各股份拆细为 1,000 股每股面值 0.0000001 美元的相应类别股份；

“**Share Subdivision**” means the subdivision of each Share in the Company’s issued and unissued share capital with par value of US\$0.0001 each into 1,000 shares of the corresponding class with nominal value of US\$0.0000001 each;

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

“**香港联交所**”或“**联交所**”指香港联合交易所有限公司;

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

“**附属公司**”具有公司条例所载的涵义;

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

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区;

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

“**美元**”指美国法定货币; 及

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

“**美国人士**”具有证券法项下的 S 规例赋予该词的涵义。

1.2 In this Agreement, unless the context otherwise requires:

本协议中除文义另有要求外:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
索引、条文和附表标题均为方便而插入, 不得影响对本协议的诠释及解释;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
背景陈述及附表构成本协议不可分割的一部分, 如同明确载于本协议正文一般具有同样的效力及作用, 对本协议的任何提述须包括对背景陈述及附表的提述;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数词包括复数词, 反之亦然, 并且表示一种性别的词语应包括另一种性别;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；

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

对法规、法律条文、规定或规则的提述包括对以下内容的提述：

- (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

不时合并、修订、补充、修改、重新制定的该法规、条文、规定或规则，或被任何法规或法律规定取代的法规或条文；

- (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及

- (iii) to any subordinate legislation made under it;

在该法例或法律条文下制定的任何附属法例；

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；

- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

对“**人士**”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；

- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

对“**包括**”的提述应被解释为包括但不限于；及

- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. INVESTMENT

投资

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

在下文第 3 条所指的条件得到落实（或各方共同豁免，但第3.1(a), 3.1(b), 3.1(c)和3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及联席保荐人共同豁免）的情况下，及依据本协议载明的其他条款及条件：

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

投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及 / 或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配发和配售并且整体协调人将向投资者分配及 / 或交付（视情况而定）或者促使分配及 / 或交付（视情况而定）投资者股份；及

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

投资者将按照第 4.2 条支付投资者股份的总投资额、经纪佣金及征费。

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

投资者可通过向本公司、整体协调人及联席保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的投资者全资附属公司认购投资者股份，且该全资附属公司是 (A)合格机构买家或(B) (i)非美国人士；(ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买投资者股份，前提是：

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

undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary; and

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

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

投资者 (i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证该全资附属公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)承诺按照第6.5 条一经要求即向各受偿方作出完全及有效的弥偿，并按要求始终使其得到弥偿。

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

投资者于本第2.2 条项下的义务构成其一经要求即向本公司、整体协调人或联席保荐人支付投资者全资附属公司根据本协议有责任支付的任何金额，以及一经要求及时履行投资者全资附属公司于本协议项下的任何义务，而毋须本公司、整体协调人或联席保荐人首先对投资者附属公司或任何其他人士采取行动的直接、主要及无条件义务。除文义另有规定外，投资者一词应在本协议中解释为包含投资者全资附属公司。

The Company, the Overall Coordinators and the Joint Sponsors may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

本公司、整体协调人及联席保荐人可按其全权酌情决定，所有或部分投资者股份将根据第4.3 条于递延交付日期交付。

- 2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree,

the Offer Price. The exact number of the Investor Shares will be finally determined by the Company, the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据附表一决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

3. CLOSING CONDITIONS

交割条件

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

投资者在本协议项下认购投资者股份的义务，以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及 / 或交付（视情况而定）或促使发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方豁免为条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(f)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及联席保荐人共同豁免，以及第 3.1(g)条所载条件只能由投资者予以豁免）：

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

包销协议已经订立且在不晚于包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；

- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价；

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

联交所上市委员会已批准股份的上市并准许买卖股份（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖股份之前并未被撤销；

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

任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；

- (e) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor;

投资者在本协议项下的各项陈述、保证承诺、承认和确认在所有方面均属及将属准确、真实及完整，不具误导性或欺骗性且投资者方面并未重大违反本协议；

- (f) the Investor has completed the overseas direct investment registration required solely in relation to the transactions contemplated under this Agreement; and

投资者已完成仅与本协议项下拟进行的交易有关的境外直接投资备案及

- (g) the representations, warranties, undertakings, acknowledgements and confirmations of the Company under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Company.

本公司在本协议项下的各项陈述、保证承诺、承认和确认在所有方面均属及将属准确、真实及完整，不具误导性或欺骗性且本公司并未重大违反本协议。

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(f) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors; and conditions under clause 3.1(g) can only be waived by the Investor) on or before the date that is ninety (90) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 10 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall

Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

如果第3.1条所载的任何条件于本协议之日后满九十（90）天（或本公司、整体协调人、投资者及联席保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(f)条所列条件不得豁免并且第3.1(e)条所列条件只能由本公司、整体协调人及联席保荐人共同豁免，第3.1(g)条所载条件只能由投资者予以豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或促使发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后 10 天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、整体协调人及 / 或联席保荐人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第3.2条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本条文的任何内容不得被解释为使投资者有权在本条文项下前述日期之前的期间内对投资者在本协议项下的陈述、保证、承诺、承认和确认的任何违反进行补救。

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

投资者承认无法保证全球发售将完成或将不会延期或终止或发售价格将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，整体协调人或联席保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因被延期或终止、未在拟议日期和时间之前进行、完成或根本未予完成或如果发售价并非介乎公开文件所载的指示性范围而向整体协调人及 / 或联席保荐人或其各自的联属人士、董事、高级管理人员、雇员、合伙人、代理人及代表提起任何申索或诉讼的权利（如有）。

4. CLOSING

交割

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

根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的代表身份的整体协调人（及 / 或其各自联属人士），按发行价认购投资者股份。因此，投资者股份将在国际发售交割的同时或递延交付日期被认购，时间及方式须由本公司和整体协调人确定。

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

无论交付投资者股份的时间和方式如何，投资者应于上市日期香港时间上午 8:00 或之前（与交付投资者股份的时间及方式并无关系）通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少一（1）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。

- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. Such determination by the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investor Shares as specified in clause 4.2.

倘若整体协调人按其全权酌情决定，所有或任何部分投资者股份于晚于上市日期的日期（“**递延交付日期**”）交付，在此情况下，整体协调人须(i)于上市日期之前不迟于两(2)个营业日，书面通知投资者将予递延交付的投资者股份数目；以及(ii)不晚于实际递延交付日期的前两(2)个营业日，书面通知投资者递延交付日期，前提是递延交付日期不得晚于超额配股权可行使的最后限期起计三(3)个营业日。整体协调人一旦做出该决定将不可更改且对投资者具有约束力。倘若投资者股份将于递延交付日期交付予投资者，则投资者须按第 4.2 条所指明的方式付款。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.

在依据第4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期或根据第 4.3 条厘定的递延交付日期前两(2)个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。

- 4.5 Without prejudice to clause 4.3, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time and manner of the delivery of the Investor Shares.

在不损害第 4.3 条规定的原则下，投资者股份的交付及付款亦可以本公司、整体协调人、联席保荐人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期香港时间上午 8:00（与交付投资者股份的时间及方式并无关系）。

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

除各方根据本协议另有约定外，如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及联席保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及联席保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及联席保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第6.5条在税后基础上完全负责承担并向各受偿方作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。

- 4.7 In the event that the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the Shares in public hands on the Listing Date (prior to the exercise of the Over-allotment Option) can be beneficially owned by the three largest public shareholders, cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement under Rule 8.08(3) of the Listing Rules.

如果未能符合上市规则第 8.08(3)条项下上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%的规定（超额配股权获行使前），联席保荐人、整体协调人及本公司有权全权绝对酌情调整投资者将予购买的投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定

- 4.8 None of the Company, the Overall Coordinators, the Joint Sponsors, the Investor, and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Joint Sponsors, the Investor and their respective affiliates shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Overall Coordinators, the Joint Sponsors (as the case may be) and the Investor, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the COVID-19, declaration of a national, international, regional emergency, disaster, calamity, crisis, economic or comprehensive sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat or escalation or outbreak of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, accidental or mechanical or electrical breakdown, technical or computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.

如本公司、整体协调人、联席保荐人、投资者各自因其控制以外（视乎情况而定）的状况，包括但不限于天灾、洪水、疾病、大流行病或疫情的爆发或升级（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒及 COVID-19）、宣布进入国家、国际或地区紧急状态、灾害、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、

政府运作崩溃、公众骚乱、政治动荡或敌对行动威胁或升级或爆发、战争（不论是否宣战）、恐怖活动、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、意外或机械或电气故障、技术或计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况），而被阻止或延迟履行其在本协议下的义务，本公司、整体协调人、联席保荐人及其各自的联属人士（不论共同或个别）、投资者无需就任何延迟或未能执行其在本协议下规定的义务承担任何责任，且投资者、本公司、整体协调人、联席保荐人及其各自的联属人士各自有权终止本协议。

5. RESTRICTIONS ON THE INVESTOR

对投资者的限制

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

按照第 5.2 条，投资者（为其自身及代表投资者附属公司（在投资者股份由投资者附属公司持有的情况下））与本公司、整体协调人及联席保荐人达成一致、订立契诺并承诺，未经本公司、整体协调人及联席保荐人各自的事先书面同意，投资者自上市日期(含)起至上市日期后六(6)个月期间(含)止（“**禁售期**”）内的任何时间（包括上市日期），投资者不会并促使其联属人士不会直接或间接地(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中的任何权益，包括任何可转换、可交换、可行使的证券或代表可收取上述证券的权利，或同意或订约订立或公开宣布有意订立此类交易；(ii)允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交

易；或(iv)同意或订约或公开宣布有意订立上文(i)、(ii)及(iii)所述的任何前述交易，而不论上文(i)、(ii)及(iii)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式。

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

第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，前提是，在所有情况下：

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

在此类转让之前，该全资附属公司须发出按本公司、整体协调人及联席保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；

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

该全资附属公司应被视为已作出第 6 条规定的相同承认、确认、承诺、陈述及保证；

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

投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；

- (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations

under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且于任何情况下不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、整体协调人及联席保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺促致该全资附属公司受本协议下投资者义务的约束，包括但不限于本协议第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及

- (e) such wholly-owned subsidiary is and will (A) be a QIB or (B) (i) not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司目前及将来 (A) 是合格机构买家或(B) (i)不是美国人士及非为了任何 美国人士的原因或利益购买相关股份；及(ii)目前及将来位于美国境外； (ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买相关股份。

- 5.3 The Investor agrees and undertakes that during the period of 12 months following the Listing Date, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08 and 18A.07) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators if it comes to its attention of any of the abovementioned situations.

投资者同意并承诺，在上市日后的 12 个月内，除了获得本公司、整体协调人及联席保荐人的事先书面同意外，投资者及其紧密联系人(定义见上市规则)于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行

股本的 10%（或上市规则中为界定“主要股东”而不时规定的其他百分比），在上市日期起 12 个月期间内，投资者不得成为本公司核心关连人士（按照上市规则的定义）。而且，投资者及其紧密联系人于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（按上市规则所拟定及联交所所诠释（包括但不限于上市规则第 8.08 条及第 18A.07 条））低于上市规则第 8.08 条载列的所需百分比或联交所可能不时批准并适用于本公司的该等其他百分比。投资者同意如发现任何上述情况，将尽快通知本公司、联席保荐人及整体协调人。

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

投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及 / 或联席保荐人合理要求后，向本公司、整体协调人及联席保荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得，且须促致其控股股东、联系人及其各自的实益所有人均不得通过询价圈购申请或下单购买全球发售下的股份（投资者股份除外）或申请认购香港公开发售下的股份。

- 5.5 The Investor and its affiliates, associates, directors, officers, employees, agents or representatives shall not accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under paragraphs 25 to 30 of Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents.

投资者及其附属人士、联系人、董事、高级管理人员、雇员、代理人或代表不得与本公司、本公司控股股东、本集团任何成员公司或其各自的附属人士、董事高级管理人员、雇员或代理人接受或签订违背或违反上市规则（包括上市指南第 4.15 章第 25 至 30 段所载的规定或香港监管机构发布的其他书面指引）的任何安排或协议（包括但不限于任何附函）。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

承认、陈述、保证及承诺

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

投资者向本公司、整体协调人和联席保荐人中的每一方承认、陈述、承诺、保证、同意及确认：

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

整体协调人、联席保荐人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限内），或发售价将介乎公开文件所载的指示性范围，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎发售文件所载的指示性范围，联席保荐人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何法律责任；

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及向公众展示的重大合同；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;

须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调

人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；

- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
发售价完全且排他性地按照全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives of the international underwriters of the International Offering;
投资者将由投资者通过整体协调人及 / 或其作为国际发售中国际包销商的代表身份的联属人士认购；
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
投资者股份数目可受根据上市规则第 18 项应用指引或上市指南第 4.14 章或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的股份重新分配所影响；
- (h) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及 / 或联席保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (i) none of the Company, the Joint Sponsors, the Overall Coordinators nor any of their respective subsidiaries, affiliates, agents, directors, officers, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
本公司、联席保荐人、整体协调人、或其各自的任何附属公司、联属人士、代理人、董事、高级管理人员、雇员、合伙人或代表或参与全球发

售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；

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

投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何其他司法管辖区人士的原因或利益，除非该司法管辖区适用法律允许；

- (k) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;

如投资者根据证券法第 144A 条购买投资者股份，投资者股份将构成证券法第 144 条规定的“受限制证券”；

- (l) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

其理解并同意投资者股份的转让仅可(A)根据第 144A 条或证券法项下的其他可享有的豁免在美国境内进行；或(B)根据 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；

- (m) it understands that none of the Company, the Overall Coordinators, the Joint Sponsors or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

其理解，本公司、整体协调人、联席保荐人或国际发售的任何国际包销商均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有第 144 条或证券法项下任何其他可享有的豁免的任何陈述；

- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;
除第 5.2 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；
- (o) [Reserved]
[留空]
- (p) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地

购买、出售或买卖或交易股份或本公司或其附属人士或联系人的其他证券或衍生工具；

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

本协议、在保密基础上提供给投资者及 / 或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及 / 或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：

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

可能已经提供给投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；

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

可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何股份或其他证券的要约或邀请的依据；及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or

verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；

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

本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

- (s) neither the Investor nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Investor Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;

投资者或其任何附属人士或代表其行事的任何人士均未从事或将从事关于投资者股份的任何定向销售工作（按照 S 规例的定义）或就投资者股份作出的任何广泛招揽或公开广告（按照证券法 D 规例的定义或以参与公开发售的任何方式（定义见证券法第 4(2)条））；

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

其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或联席保荐人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company,

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

在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及 / 或联席保荐人（包括其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由本公司、联席保荐人、整体协调人或各自的董事、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士或其他人士所准备），而本公司、整体协调人、联席保荐人及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、整体协调人、联席保荐人及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；

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

research and development, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

整体协调人、联席保荐人、其他全球发售的包销商及其各自的董事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、研发、前景或财务或其他状况或就此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、研发、营运、前景或财务或其他状况或就此相关的任何其他事项向投资者作出任何保证、陈述或建议；

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

投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；

- (y) Subject to Clause 6.1(v), it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors or their respective associates, affiliates, directors, officers, employees, partners, advisors, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

受限于以上 6.1(v)段，其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，或令其满意的其他方面为限，涉及与投资者股份

投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、联席保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、联席保荐人或其各自联系人、联属人士、董事、高级管理人员、雇员、合伙人、雇员、代理人或代表均不对投资者股份的认购或收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators and the Joint Sponsors have made no assurances that a public or active market will ever exist for the Investor Shares;

据其了解，目前不存在投资者股份的公开市场，而且本公司、整体协调人和联席保荐人也不保证投资者股份将永远存在公开或活跃市场；

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

如果出于任何原因，全球发售被延迟或终止或无法完成，本公司、整体协调人、联席保荐人或其各自的任何联系人、联属人士、董事、高级管理人员、雇员、合伙人、代理人、顾问或代表均不对投资者或其附属公司负有任何责任；

- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

在联交所可能批准并符合适用法律的情况下，本公司及整体协调人将拥有改变或调整(i)全球发售项下将予发行的股份数目；(ii)香港公开发售及国际发售项下将予发行的股份数目；及(iii)发售股份、发售价范围及最终发售价的其他调整或重新分配的全权绝对酌情决定权；

- (cc) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

任何股份买卖均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律、法规或相关规则对买卖股份的限制；及

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

任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；及

- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.5; and

投资者已同意于上市日期或根据第 4.5 条协议的其他日期上午 8 时（香港时间）或之前支付总投资额及相关经纪佣金和征费；

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

投资者向本公司、整体协调人及联席保荐人进一步承认、陈述、保证及承诺：

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

其根据其成立地的法律正式成立、有效存续，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；

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

其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；

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

其具有合法权利和权力拥有、使用、租赁和经营其资产并以目前的方式开展业务；

- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;

其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；

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

本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者执行；

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

其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；

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

投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有必要同意、批准、授权、许可和登记（“**批准**”），而该等批准保持全面有效且并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或作废的事实或情况。投资者进一步同意并承诺在批准因任何原因不再完全有效、失效、被撤销、撤回或搁置时立即书面通知本公司、整体协调人、联席全球协调人和联席保荐人；

- (h) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组建或组织章程文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用于投资者的任何司法管辖区的法律，或(iii)对投资者具有约束力的任何协议或其他文书，或(iv)对投资者具有管辖权的任何政府机关的任何判决、命令或判令；

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

其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（“**监管机构**”）规定的时间内，直接或通过本公司、整体协调人及 / 或联席保荐人间接地向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机关或证券交易所提供或促成提供并同意披露该等适用法律要求或监管机构不时要求的信息（包括但不限于(i)投资者及其最终实益所有人及 / 或最终负责对收购发出与认购投资者股份有关的指示的人员的身份信息（包括但不限于其各自的名称及注册地））；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、

总投资额及本协议下的锁定限制)；(iii)涉及投资者股份的任何换股安排或其他金融或投资产品及其详细信息（包括但不限于认购人及其最终受益所有人的身份信息以及此类换股安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其受益所有人及其联系人与公司及其任何股东之间的任何关联关系）（“**投资者相关信息**”）。投资者进一步授权本公司、整体协调人、联席保荐人及其各自的联属人士、董事、高级管理人员、雇员、顾问及代表向该等监管机构披露任何投资者相关信息，及/或上市规则或适用法律要求的任何公开文件或其他公告或文件中披露的信息，或应任何相关监管机构的要求披露的所有信息；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development; it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Joint Sponsors in connection with the transactions contemplated thereunder;

投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何整体协调人或联席保荐人就其项下预期交易的客户；

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

其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事或高级管理人员；

- (l) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;

(i)如果认购投资者股份发生在美国，他们其中的一方为合格机构买家；或(ii)如果认购投资者股份发生在美国境外，则按照证券法 S 规例中定义的“境外交易”实施且其不是美国人士；

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

投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；

- (n) the Investor and the Investor's beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

投资者及其实益拥有人及 / 或联系人：(i)为独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议项下所有义务的财务能力；(iv)不由(a)本公司任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v)除非以书面形式向公司、联席保荐人和整体协调人披露，否则与公司或其任何股东没有关联关系；

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

投资者将使用本身的资金认购投资者股份。投资者并无取得且无意取得贷款或任何形式的融资，以履行其于本协议项下的付款义务，投资者股份的剩余付款将由投资者使用本身的资金支付；

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

投资者、其实益拥有人及 / 或联系人均不是任何整体协调人、联席保荐人、账簿管理人、牵头经办人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；

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

根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“全权管理投资组合”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；

- (r) neither the Investor, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

投资者、实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）或现任股东，或任何前述人士的联系人或代名人；

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

除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或 (b)按上市规则（包括但不限于第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；

- (t) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with

respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;

投资者未与任何“分销商”（定义见证券法 S 规例）就股份的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；

- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Listing Guide;

认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及上市指南第 4.15 章的适用段落；

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

投资者及其紧密联系人（定义见上市规例）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；

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

投资者、其实益拥有人及 / 或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、任一整体协调人、联席保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；

- (x) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under paragraphs 25 to 30 of Chapter 4.15 of the Listing Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholders, any member of the Group or their respective affiliates, directors, officers, employees or agents; and

投资者或其联属公司、董事、高级职员、雇员或代理人于本公司或其控股股东、本集团任何成员公司或其各自的联属公司、董事、高级职员、雇员或代理人之间，未曾或将来不会订立或作出任何与《上市规则》

（包括上市指南第 4.15 章第 25 至 30 段所载的规定）不一致的协议或安排，包括任何附函；及

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

除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；

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

除先前以书面形式向公司、联席保荐人及整体协调人披露的情况外，投资者、其受益所有人及/或联系人并未签订也不会签订任何涉及投资者股份的换股安排或其他金融或投资产品；及

- (aa) neither the Investor nor any of its controlling shareholder(s), associates and beneficial owners has applied for or placed an order through the book building process for any Shares in the Global Offering other than pursuant to this Agreement.

投资者及其任何控股股东、联系人及实益所有人概无通过询价圈购申请或下单购买全球发售下的任何股份（根据本协议者除外）。

- 6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such

description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive.

投资者向本公司、整体协调人及联席保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、联席保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及 / 或本公司、整体协调人及 / 或联席保荐人或其代表可能发布的与全球发售有关的其他公告或展示文件中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及联席保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及 / 或有关本公司、整体协调人及 / 或联席保荐人为确保其遵守适用法律及 / 或公司或证券登记及 / 或相关监管机构（包括但不限于联交所、证监会及中国证监会）而合理要求事项的其他信息及 / 或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性。

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

投资者了解，第 6.1 条及第 6.2 条中的陈述、保证、承诺、和确认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、整体协调人、联席保荐人、包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖本协议中所载的投资者保证、承诺、陈述和确认的真实性、完整性及准确性，并且投资者同意如果本协议中的任何保证、承诺、陈述或确认的任何方面不再真实、准确和完整或具有误导性或欺骗性，将立即书面通知本公司、整体协调人及联席保荐人。

- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such

Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

投资者同意并承诺，对于向本公司、整体协调人、联席保荐人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高级管理人员、董事、雇员、员工、联系人、合伙人、代理人 and 代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任。

- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.

投资者在第 6.1 条、第 6.2 条、第 6.3 条、第 6.4 条及第 6.5 条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期及递延交付日期（如适用）重复作出。

- 6.7 The Company represents, warrants and undertakes that:

本公司陈述、保证并承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the Cayman Islands;
其依据其注册成立地的法律依法成立并有效存续；
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动，且本协议一经签署，将构成其合法、有效且具有约束力的义务；
- (c) subject to full payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges,

mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;

在已付款并且遵守第 5.1 条规定的禁售期的前提下，投资者股份将并且在根据第 4.4 条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的股份享有同等地位；

- (d) none of the Company and its controlling shareholders (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under paragraphs 25 to 30 of Chapter 4.15 of the Listing Guide) with any of the Investor or its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives; and

本公司、本公司控股股东（定义见上市规则）、本集团任何成员公司及其各自的联属人士、董事、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人或代表达成任何与上市规则（包括上市指南第 4.15 章第 25 至 30 段所载的规定）不符的协议或安排，包括任何附函；及

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

除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、高级管理人员、雇员、代理人或代表未与任何政府机关或任何第三方就任何投资者股份达成任何安排、协议或承诺。

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

本公司承认、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中的股份的其他投资者具有相同权利。

- 6.9 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Company under clause 6.7, shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.

本公司在第 6.7 中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期及递延交付日期（如适用）重复作出。

7. TERMINATION

终止

7.1 This Agreement may be terminated:

本协议可在以下情况下终止：

- (a) in accordance with clauses 3.2, 4.6 or 4.8;
根据第 3.2 条、第 4.6 条或第 4.8 条终止；
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or

如果在国际发售的交割当日或如适用，递延交付日期或之前投资者方面严重违反本协议（或根据第5.2 条转让投资者股份的投资者全资附属公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺及确认），则本公司、整体协调人及联席保荐人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或

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

所有各方书面同意后终止本协议。

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

在不损害第 7.3 条规定的原则下，如果根据第 7.1 条终止本协议，各方无须继续履行其在本协议项下的各自义务（第 8.1 条项下的保密义务除外），各方在本协议项下的权利和责任（下文第 11 条项下的权利除外）应中止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

即使本协议终止，第 6.5 条及投资者在本协议中作出的弥偿保证在任何情况下应继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY

公布和保密

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

除非本协议和投资者签订的保密协议中另有规定，否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、整体协调人、联席保荐人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

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

向联交所、证监会、中国证监会及 / 或本公司、整体协调人及 / 或联席保荐人受制的其他监管机构披露，且将由本公司或其代表刊发的公开文件、营销和路演材料以及本公司、整体协调人及 / 或联席保荐人或其代表刊发的与全球发售有关的其他公告或展示文件中可对投资者的背景以及本公司和投资者之间的关系作出说明；

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

向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、高级管理人员和相关雇员、代表和代理人以及内部有权决策机构在其需要知晓的范围内披露，但前提是披露方应：(i)促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、高级管理人员和相关雇员、代表和代理人知晓并遵守本协议中列明的所有保密义务，及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、高级管理人员和相关雇员、代表和代理人违反该等保密义务的行为负责；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

任何一方根据任何适用法律或对该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）或证券交易所规则的要求（包括根据《公司（清盘及杂项条文）条例》和上市规则将本协议作为重大合约提交给香港公司注册处办理登记并向公众展示），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

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

投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、整体协调人及联席保荐人的意见，并获得彼等的事先书面同意。

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.

本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、整体协调人及联席保荐人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、整体协调人及联席保荐人及其各自的法律顾问提供任何意见和证明文件。

- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and

to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

投资者立即承诺就编制第 8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景资料、其与本公司的关系、其所有权（包括最终实益所有权）、及 / 或本公司、整体协调人或联席保荐人为了以下目的可能合理要求的事项的进一步信息及 / 或支持文件）：(i) 在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、联席保荐人及/或整体协调人遵守适用的公司或证券登记要求及 / 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. NOTICES

通知

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

本协议下传达的所有通知应使用中文书写，且应以第 9.2 条要求的形式发送至以下地址：

<u>Party</u> 各方	<u>Contact</u> 通讯方式	<u>Address</u> 地址
Company 本公司	Facsimile 传真: / Email 电邮: zhangmaowen@66nao.com Attention 收件人: 张茂闻	Room 1301, 13/F, Building 3, Shaoxing Shuimuwan District Science Park No. 2 Pingjiang Road Yuecheng District, Shaoxing City Zhejiang Province PRC 中国 浙江省 绍兴市越城区 平江路 2 号 绍兴水木湾科学园 3 号楼 13 层 1302 室

Investor 投资人	Facsimile 传真: / Email 电邮: huangchong@cdhtgroup.com Attention 收件人:黄冲	China (Sichuan) Pilot Free Trade Zone, Building 11, Unit 2, 28th Floor, No. 2801, North Section of Tianfu Avenue, Chengdu High-tech Zone 中国（四川）自由贸易试验区成都高新区天府大道北段 966 号 11 号楼 2 单元 28 楼 2801 号
CICC 中金公司	Facsimile 传真: (+852) 2872 2100 Email 电邮: GI_dawn2023@cicc.com.cn Attention 收件人: CICC Dawn Team	29/F, One International Finance Centre 1 Harbour View Street Central Hong Kong 香港 中环 港景街 1 号 国际金融中心一期 29 楼
SPDBI 浦银国际	Facsimile 传真: 2750 1798 Email 电邮: ecm@spdbi.com Attention 收件人: SPDBI ECM Department	33/F, SPD Bank Tower One Hennessy, 1 Hennessy Road Hong Kong 香港 轩尼诗道 1 号 浦发银行大厦 33 楼

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

本协议项下交付的任何通知应以专人交付、传真或电子邮件发送或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如以电子邮件发出，则在发出之时视作收妥（除非发件方最终得知有关电子邮件未能成功交付）；及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满 48 小时（或满 6 日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. GENERAL

一般规定

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

每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务并可依据本协议条款对其执行。除本公司为进行全球发售而可能要求但未取得的同意、批准和授权外，该方在履行其在本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。

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

本协议中规定的各联席保荐人及整体协调人的义务是个别的（而非共同的或共同及个别的）。任何联席保荐人或整体协调人都不对任何其他联席保荐人或整体协调人未能履行其在本协议项下各自的义务承担责任，任何此类未履行行为均不得影响任何其他联席保荐人或整体协调人行使本协议条款的权利。尽管有前述规定，各联席保荐人和整体协调人均有权在适用法律允许的范围内单独或与其他联席保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

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

就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据第 4.2 条需要支付的金额应具有决定性及约束力，但有明显错误者除外。

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

投资者、本公司、整体协调人及联席保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及 / 或批准相互配合。

- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。

- 10.6 In the event of any discrepancy between the English language version and the Chinese language version of this Agreement, the Chinese language version shall prevail.

倘若本协议的英文文本与中文文本出现任何歧异，应以中文文本为准。

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

除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方 / 卖方和相关受让方 / 买方平均承担。

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

时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。

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

本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。

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

除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。

- 10.11 To the extent otherwise set out in this Clause 10.11 a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a

third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

除第10.11 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：

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

受偿方可执行并依赖第 6.5 条（但应在如同其为本协议一方的相同范围内）。

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

在未获得第 10.11(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。

- 10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinator or Joint Sponsor shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

整体协调人及联席保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或联席保荐人仍应，个别但不共同地对根据本分条被授予相关权利、职责、权力及 / 或酌情决定权的任何联属人士的一切作为和不作为负责。

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

一方延迟或未（全部或部分）行使或执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规

定的权利或其他权利)。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

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

如果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任何方面属于或变得非法、无效或不可执行，不得影响或损害：

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

本协议任何其他规定在该司法管辖区的合法性、有效性或执行性；或

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

本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或执行性。

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

本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

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

如果投资者在上市日期或递延交付日期（如适用）当日或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、整体协调人及联席保荐人有权解除本协议，且各方在本协议下的所有义务应立即中止。

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

每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

各方不可撤销及无条件地同意本协议可以按照适用法律通过附加电子签名的方式订立，且所使用的方法就本协议所载信息的沟通而言是可靠及适合的□

11. GOVERNING LAW AND JURISDICTION

管辖法律及司法权区

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

本协议及各方之间的关系应受香港法律管辖，并据以解释。

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

因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

12. IMMUNITY

豁免权

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

如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. PROCESS AGENT

法律程序文件代理人

- 13.1 The Investor irrevocably appoints Lau Nim Kei Kaye at 33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).

投资者不可撤销地委任位于香港轩尼诗道 1 号浦发银行大厦 33 楼的刘念琪，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 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Overall Coordinators and the Joint Sponsors, and to deliver to the Company, the Overall Coordinators and the Joint Sponsors a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

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本公司、整体协调人及联席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，向本公司、整体协调人及联席保荐人送达一份新法律程序文件代理人的接受委任书。

14. COUNTERPARTS

副本

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

本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成一份完整的协议。以电子邮件附件（PDF）或传真形式交付签字后的本协议签字页副本应视为有效的交付形式。

- 14.2 IN WITNESS WHEREOF, each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

本协议定于文首列明的日期由缔约双方正式授权签署，以昭信守。

FOR AND ON BEHALF OF:
为及代表:

BRAIN Aurora MEDICAL TECHNOLOGY LIMITED
脑动极光医疗科技有限公司

By:
签署:

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

Name: Wang, Xiaoyi
姓名: 王晓怡

Title: Executive Director, CEO
职务: 执行董事, 总经理

FOR AND ON BEHALF OF:
为及代表:

SUZHOU CEYUAN FUHAI ENTERPRISE
MANAGEMENT PARTNERSHIP (LIMITED
PARTNERSHIP)

苏州策源扶海企业管理合伙企业(有限合伙)



By:
签署:



Name: Yumin CHEN

姓名: 陈玉敏

Title: Representative appointed by the Managing Partner

职务: 执行事务合伙人委派代表

FOR AND ON BEHALF OF:
为及代表:

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

By:
签署:



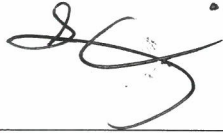
Name: ZHONG Li
姓名:

Title: Executive Director
职务:

FOR AND ON BEHALF OF:
为及代表:

SPDB INTERNATIONAL CAPITAL LIMITED
浦银国际融资有限公司

By:
签署:



Name: Chan Chun Sing Jason
姓名: 陈振声

Title: Head of ECM, Director
职务: 股权资本市场部主管, 董事

SCHEDULE 1

附表一

INVESTOR SHARES

投资者股份

Number of Investor Shares

投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 29,500,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus, (including Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 1,000 Shares.

投资者股份数目须等于：(1) 29,500,000 美元的等值港元（按照招股章程所披露的港元兑美元汇率计算）（含投资者就投资者股份所需支付的经纪佣金及征费）除以（2）发售价，舍入到最接近的一整手。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Sponsors and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders. Further, the Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with the relevant requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 and Rule 18A.07 of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的发售股份重新分配所影响。倘若香港公开发售的股份总需求量属于本公司的最终招股章程“全球发售的架构 – 香港公开发售 – 重新分配”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、联席保荐人及本公司可全权酌情调整投资者股份数量，以符合上市规则第 8.08(3) 条项下上市日期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，不得超过 50% 的规定。此外，整体协

调人可全权绝对酌情调整投资者股份数目，以遵守上市规则的相關規定，包括但不限於上市规则第 8.08 条及第 18A.07 条的公众持股量规定及上市规则附录 F1 所载的配售指引。

SCHEDULE 2

附表二

PARTICULARS OF INVESTOR

投资者详情

The Investor

投资者

Suzhou Ceyuan Fuhai Enterprise
Management Partnership (Limited
Partnership)

苏州策源扶海企业管理合伙企业（有限
合伙）

Place of incorporation:
注册成立所在地:

Unit G1-603, Phase 7, Artificial Intelligence
Industrial Park, 88 Jinjihu Avenue, Suzhou
Industrial Park, Suzhou, China (Jiangsu)
Pilot Free Trade Zone

中国（江苏）自由贸易试验区苏州片区
苏州工业园区金鸡湖大道 88 号人工智能
产业园七期内 G1-603 单元

Certificate of incorporation number:
公司注册证书编号:

No.91320594MAE60DRY3C

Business registration number:
商业登记号码:

N/A

不适用

LEI number:
法人机构识别编码:

N/A

不适用

Business address and telephone number and
contact person:
营业地址及电话及联系人:

Unit 2801, 28th Floor, Building 11, No. 966,
North Section of Tianfu Avenue, Chengdu
High-tech Zone, China (Sichuan) Pilot Free
Trade Zone

中国（四川）自由贸易试验区成都高新
区天府大道北段 966 号 11 号楼 2 单元 28
楼 2801 号

Huang Chong

黄冲

+86 18782064737

Principal activities:
主营销活动:

General items: Enterprise management; Enterprise management consulting; Information consulting services (excluding licensed information consulting services); Technical services, technical development, technical consulting, technical exchange, technology transfer, and technology promotion (except for projects that require approval according to law, business activities are carried out independently based on the business license).

一般项目：企业管理；企业管理咨询；信息咨询服务（不含许可类信息咨询服务）；技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）

Ultimate controlling shareholder(s):
最终控股股东:

Chengdu High-tech Industrial Development Zone State Administration and Finance Bureau*

成都高新技术产业开发区国资金融局

Place of incorporation of ultimate controlling shareholder(s):
最终控股股东的注册成立所在地:

5th Floor, Building A, Gaoxin International Plaza, No. 18, North Section of Tianfu Avenue, Chengdu High-tech Zone

成都高新区天府大道北段 18 号高新国际广场 A 座 5 楼

Business registration number and LEI number of ultimate controlling shareholder(s):
最终控股股东的商业登记号码及法人机构识别编码:

11510109MB1N46175K

Principal activities of ultimate controlling shareholder(s):
最终控股股东的主营活动:

Responsible for the supervision and administration of state-owned assets, financial matters (including corporate listings), and related tasks.

负责国有资产监督管理、金融（含企业上市）等工作。

Shareholder and interests held:
股东及所持股权:

Chengdu High-tech Jicui Technology Co., Limited*: 50%;

成都高新集萃科技有限公司 50%;

Chengdu High-tech Investment Group Co., Ltd.*: 44%;

成都高新投资集团有限公司 44%;

State-owned Assets and Financial Bureau of Chengdu High-tech Industrial Development Zone*: 5%;

成都高新技术产业开发区国资金融局 5%;

Chengdu High-tech New Economy Venture Capital Co., Ltd.*: 1%

成都高新新经济创业投资有限公司 1%。

Description of the Investor for insertion in the Prospectus:

投资者说明（待载入招股章程）：

Suzhou Ceyuan

Suzhou Ceyuan Fuhai Enterprise Management Partnership (Limited Partnership)* (“Suzhou Ceyuan”) (蘇州策源扶海企業管理合夥企業(有限合夥)) has agreed to subscribe for such number of the Offer Shares (rounded down to the nearest whole board lot) which may be purchased with an aggregate amount of US\$29,500,000 at the Offer Price (inclusive of brokerage, SFC transaction levy, AFRC transaction levy and the Hong Kong Stock Exchange trading fee payable).

Suzhou Ceyuan is a limited partnership established by Chengdu High-tech Orinno Youchan Equity Investment Fund Partnership (Limited Partnership)* (“Orinno Investment”) (成都高新策源優產股權投資基金合夥企業(有限合夥)) and another entity in the PRC in November 2024 for the purpose of participating in the Cornerstone Placing. Its general partner is Suzhou Industrial Park Fuhai Venture Investment Co., Ltd* (“Fuhai Venture”) (蘇州工業園區扶海創業投資有限公司), which is responsible for providing support to its operation, and its sole limited partner that has control over Suzhou

Ceyuan is Orinno Investment, which owns 99.99995% of the equity interest in Suzhou Ceyuan. Fuhai Venture is wholly owned by Beijing Yuanhe Origin Entrepreneurship Investment Management Co., Ltd* (北京元禾原點創業投資管理有限公司), which is in turn wholly owned by SIP Oriza Seed Fund Management CO., LTD (蘇州工業園區元禾原點創業投資管理有限公司). SIP Oriza Seed Fund Management CO., LTD is owned by (i) Suzhou Industrial Park Zhengze Jiming Equity Investment Management Co., Ltd. (“Zhengze Jiming”) (蘇州工業園區正則既明股權投資管理有限公司) as to 51%, which is in turn owned by five individuals where Mr. Fei Jianjiang (費建江), who owns 48.55% therein, is the only shareholder owning more than 30% therein; and (ii) Suzhou Oriza Holdings Corporation (蘇州元禾控股股份有限公司) as to 49%, which is in turn owned as to 59.98% by Suzhou Industrial Park Economic Development Ltd. (蘇州工業園區經濟發展有限公司), which is in turn owned as to 90% by Suzhou Industrial Park Administration Committee (蘇州工業園區管理委員會), a PRC-state owned entity.

Orinno Investment is principally engaged in enterprise management and equity investment. Orinno Investment is a PRC state-owned entity as it is owned as to (i) 50% by Chengdu High-tech Jicui Technology Co., Limited* (成都高新集萃科技有限公司) as a limited partner, a wholly-owned subsidiary of Chengdu High-tech Industrial Development Zone Finance Bureau* (成都高新技術產業開發區國資金融局), and (ii) 44% by Chengdu High-tech Investment Group Co., Ltd.* (成都高新投資集團有限公司) as a limited partner, which is owned as to 90% by Chengdu High-tech Industrial Development Zone Finance Bureau* (成都高新技術產業開發區國資金融局) and 10% by the Sichuan Provincial Finance Department* (四川省財政廳).

Suzhou Ceyuan became aware of the cornerstone investment opportunities through the introduction of the relevant government authority in Chengdu city, Sichuan Province, the PRC.

苏州策源扶海企业管理咨询合伙企业（有限合伙）（“苏州策源”）已同意认购以总金额 2950 万美元的要约价格（包括经纪佣金、证监会交易征费、会财局交易征费和香港证券交易所交易费）购买要约股份数量（向下取整至最接近的整手）。

苏州策源是由成都高新策源优产股权投资基金合伙企业（有限合伙）（“策源投资”）等主体于 2024 年 11 月在中国成立的有限合伙企业，目的是为了参与基石配售。其普通合伙人是苏州工业园区扶海创业投资有限公司（“扶海创投”），负责为苏州策源的运营提供支持，其唯一的有限合伙人 是策源投资，拥有苏州策源 99.99995% 的权益并控制苏州策源。

扶海创投由北京元禾原点创业投资管理有限公司全资拥有，而后者又完全由苏州工业园区元禾原点创业投资管理有限公司全资拥有。苏州工业园区元禾原点创业投资管理有限公司的股东构成为(i) 苏州工业园区正则既明股权投资管理有限公司（“正则既明”）持有 51%，正则既明又由五名个人持股，费建江先生持有其中 48.55%，为唯一持有超过 30% 股份的股东；以及(ii) 苏州元禾控股股份有限公司持有 49%，其又以 59.98% 归苏州工业园区经济发展有限公司（苏州工业园区经济发展有限公司）所有，后者又以 90% 归苏州工业园区管理委员会（苏州工业园区管理委员会）所有，该委员会是一个中国政府拥有的实体。

策源投资主要从事企业管理和股权投资。策源投资是一家中国国有企业，因为它的股权主要由以下部分组成：（i）50% 由成都高新集萃科技有限公司持有，这是成都高新技术产业开发区国资金融

局的全资子公司；以及（ii）44%由成都高新投资集团有限公司持有，该公司90%的股权由成都高新技术产业开发区国资金融局持有，10%由四川省财政厅持有。

苏州策源通过成都市相关政府部门的介绍了解了基石投资机会。

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

Cornerstone investor 基石投资者

相关投资者类别(联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别):

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

DECEMBER 23, 2024
2024年12月23日

BRAIN Aurora MEDICAL TECHNOLOGY LIMITED
脑动极光医疗科技有限公司

AND
与

Huang Guangwei
黄光伟

AND
与

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

AND
与

SPDB INTERNATIONAL CAPITAL LIMITED
浦银国际融资有限公司

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THIS AGREEMENT (this “**Agreement**”) is made on December 23, 2024

本协议（本“协议”）于2024年12月23日订立

BETWEEN:

订约方为：

- (1) **BRAIN Aurora MEDICAL TECHNOLOGY LIMITED**, an exempted company with limited liability incorporated under the laws of the Cayman Islands on April 25, 2023, whose registered office is at 3-212 Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 30746, Seven Mile Beach, Grand Cayman KY1-1203, Cayman Islands (the “**Company**”);
脑动极光医疗科技有限公司，一家于二零二三年四月二十五日于开曼群岛注册成立的有限公司，其注册办事处地址位于 3-212 Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 30746, Seven Mile Beach, Grand Cayman KY1-1203, Cayman Islands (“**本公司**”)；
- (2) **Huang Guangwei 黄光伟**, a HKSAR citizen with ID R368561(5) (the “**Investor**”); 黄光伟，一名香港特别行政区的公民，身份证号 R368561(5) (“**投资者**”)
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”); and
中国国际金融香港证券有限公司，位于香港中环港景街 1 号国际金融中心第一期 29 楼 (“**中金公司**”)；
- (4) **SPDB INTERNATIONAL CAPITAL LIMITED**, of 33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong (“**SPDBI**”, together with CICC, the “**Joint Sponsors**” and “**Overall Coordinators**” and each a “**Joint Sponsor**” and “**Overall Coordinator**”).
浦银国际融资有限公司，位于香港轩尼诗道 1 号浦发银行大厦 33 楼 (“**浦银国际**”，与中金公司统称为“**联席保荐人**”及“**整体协调人**”，及各自称为“**联席保荐人**”及“**整体协调人**”)

WHEREAS:

背景陈述：

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

本公司已申请通过全球发售（“**全球发售**”）使其股份（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：

(i) a public offering by the Company for subscription of 18,112,000 Shares (subject to adjustment) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and 本公司通过公开发售以供香港公众认购 18,112,000 股股份（可予调整）（“**香港公开发售**”）及

(ii) a conditional placing of 163,000,000 Shares (subject to adjustment and the Over-allotment Option (as defined below) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).

根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者进行配售）以及根据第 144A 条（定义见下文）或证券法项下的任何其他豁免登记条文在美国境内向合资格机构买家（“**合资格机构买家**”）有条件配售本公司发售的 163,000,000 股股份（视乎超额配股权（定义见下文）行使与否而定及可予调整）（“**国际发售**”）。

(B) CICC and SPDBI are acting as the Joint Sponsors, and CICC and SPDBI are acting as the Overall Coordinators and capital market intermediaries of the Global Offering. 中金公司及浦银国际担任全球发售的联席保荐人，中金公司及浦银国际担任全球发售的整体协调人及资本市场中介人。

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

受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）。

(D) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

特此拟在双方就条款和条件达成一致意见的前提下，整体协调人和其他包销商（将在国际包销协议中列名）将与本公司就国际发售订立包销协议，以（其中包括）有条件地包销本协议项下的投资者将予认购的投资者股份。

IT IS AGREED as follows:

特此约定如下：

1. DEFINITIONS AND INTERPRETATIONS

定义和解释

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

本协议（包括其附表及背景陈述）中，下列各词语及表达除文义另有规定外，须具有以下涵义：

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

“**联属人士**”就特定个人或实体而言，除文义另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受上述特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，“控制”（包括“控制”、“受控制”及“共同受控制”）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

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

“**会财局**”指会计及财务汇报局；

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

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

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

“**批准**”具有第 6.2(g)条赋予该词的涵义；

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

“**联系人 / 紧密联系人**”须具有上市规则赋予该词的涵义，“**多位联系人 / 多位紧密联系人**”亦须据此解释；

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

“**经纪佣金**”指费用规则(按照上市规则定义)第 7(1)段的规定按总投资额的 1%计算的经纪佣金;

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

“**营业日**”指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）；

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

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

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

“**交割**”指依照本协议的条款及条件投资者股份认购的交割;

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

“**公司条例**”指不时经修订、补充或以其他方式修改的《公司条例》（香港法例第 622 章）；

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

“**公司（清盘及杂项条文）条例**”指不时经修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第 32 章）；

“**connected person/core connected person**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

“**关连人士 / 核心关连人士**”须具有上市规则赋予该词的涵义，“**多位关连人士 / 多位核心关连人士**”亦须据此解释；

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

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

“合约（第三者权利）条例”指不时经修订、补充或以其他方式修改的《合约（第三者权利）条例》（香港法例第 623 章）；

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

“控股股东”除文义另有规定外，须具有上市规则赋予该词的涵义，“各控股股东”亦须据此解释；

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

“中国证监会”指中国证券监督管理委员会，其为负责监督和管理中国证券市场的监督管理机构；

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

“中国证监会备案规定”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引，包括其不时进行的修改、补充或其他修改。

“Delayed Delivery Date” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

“递延交付日期”指在香港公开发售及国际发售的包销协议（“包销协议”）已订立且已成为无条件及未终止的情况下，整体协调人应根据第 4.3 条通知投资者的较后日期；

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

“处置”指包括，就任何相关股份，直接或间接地：

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), or creating any third

party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares, or agreeing or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售），或者（无论直接或间接地并且无论有条件或无条件地）就可转换为、可行使以获得或可兑换为该等相关股份或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或

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

订立任何掉期或其他安排，以将该等相关股份或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或

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

订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何交易；或

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

同意或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

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

“**FINI**”具有上市规则项下赋予该词的涵义；

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

“全球发售”具有背景陈述(A)赋予该词的涵义；

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

“**政府机关**”指任何政府、政府间、监管或行政委员会、理事会、团体、部门、机关或机构或任何证券交易所(包括但不限于联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关，不论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关；

“**Group**” means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

“**本集团**”指本公司及其不时的附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

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

“**港元**”指香港法定货币；

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

“**香港**”指中华人民共和国香港特别行政区；

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

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

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

“**受偿方**”具有第 6.5 条赋予该词的涵义；并且“**受偿方**”应视文意而定，指其中任何一方；

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

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

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

“国际发售通函”指本公司拟就国际发售向有意投资者（包括投资者）发出的最终发售通函；

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

“投资者股份”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的股份数目（如附表一所计算）；

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

“投资者相关信息”具有第 6.2(i)条赋予该词的涵义；

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

“法律”指所有相关司法管辖区的任何政府机关（包括但不限于联交所、证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

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

“征费”指占总投资额的 0.0027%的证监会交易征费（或者于上市日期适用的交易征费），占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）以及占总投资额的 0.00015%的会财局交易征费（或者于上市日期适用的交易征费）；

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

“上市日期”指股份首次于联交所上市的日期；

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

“**上市指南**”指联交所发布的、经不时修订、补充或以其他方式修改的《新上市申请人指南》；

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

“**上市规则**”指香港联合交易所有限公司证券上市规则及联交所不时修订、补充或以其他方式修改的上市决策、指引和其他要求；

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

“**禁售期**”具有第5.1条赋予该词的涵义；

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

“**发售价**”指根据全球发售发行或出售股份的每股股份最终港元价格（不包括经纪佣金和征费）；

“**Overall Coordinators**” has the meaning given to it in Recital (B);

“**整体协调人**”具有背景陈述(B)赋予该词的涵义；

“**Over-allotment Option**” has the meaning given to it in the International Offering Circular;

“**超额配股权**”具有国际发售通函赋予该词的涵义；

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

“**各方**”指本协议中具名的各方，“**一方**”指其中任何一方（视文义而定）；

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

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

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

“**初步发售通函**”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发及不时经修订、补充或以其他方式修改的初步发售通函；

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

“**专业投资者**”指具有证券及期货条例附表一第一部赋予该词的涵义；

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

“**招股章程**”指本公司将就香港公开发售发行的最终招股章程；

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

“**公开文件**”指经不时修订或补充的，初步发售通函及国际发售的国际发售通函、及本公司将就香港公开发售在香港刊发的招股章程以及本公司可能就全球发售可能刊发的此类其他文件和公告；

“**QIB(s)**” has the meaning given to it in Recital (A);

“**合资格机构买家**”具有鉴于背景陈述(A)赋予该词的涵义；

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

“**S 规例**”指证券法项下的 S 规例；

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

“**监管机构**”具有第6.2(i)条赋予该词的涵义；

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

“**相关股份**”指投资者依据本协议认购的投资者股份，以及依据任何供股、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）；

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

“**人民币**”指人民币，中国的合法货币；

“**Rule 144A**” means Rule 144A under the Securities Act;

“**第 144A 条**”指证券法项下的第 144A 条；

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

“**证券法**”指美国 1933 年证券法（经不时修订或补充）及据此颁布的规则及规例；

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

“**证监会**”指香港证券及期货事务监察委员会；

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

“**证券及期货条例**”指不时经修订、补充或以其他方式修改的《证券及期货条例》（香港法例第 571 章）；

“**Shares**” means the ordinary shares in the share capital of the Company with a nominal value of US\$0.0001 each prior to the Share Subdivision or US\$0.0000001 each upon completion of the Share Subdivision, which are to be subscribed for and traded in HK dollars and are to be listed on the Stock Exchange;

“**股份**”指本公司股本中每股面值 0.0001 美元（股份拆细前）或每股面值 0.0000001 美元（股份拆细完成后）的普通股，此类股份将以港元认购和交易，并拟将在香港联交所上市；

“**Share Subdivision**” means the subdivision of each Share in the Company’s issued and unissued share capital with par value of US\$0.0001 each into 1,000 shares of the corresponding class with nominal value of US\$0.0000001 each;

“**股份拆细**”指本公司已发行及未发行股本中每股面值 0.0001 美元的各股份拆细为 1,000 股每股面值 0.0000001 美元的相应类别股份；

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

“**香港联交所**”或“**联交所**”指香港联合交易所有限公司；

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

“**附属公司**”具有公司条例所载的涵义；

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

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

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

“美元”指美国法定货币；及

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

“美国人士”具有证券法项下的 S 规例赋予该词的涵义。

1.2 In this Agreement, unless the context otherwise requires:

本协议中除文义另有要求外：

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

对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述；

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

索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；

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

背景陈述及附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述及附表的提述；

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

单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；

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

对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；

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

对法规、法律条文、规定或规则的提述包括对以下内容的提述：

- (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

不时合并、修订、补充、修改、重新制定的该法规、条文、规定或规则，或被任何法规或法律规定取代的法规或条文；

- (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及

- (iii) to any subordinate legislation made under it;

在该法例或法律条文下制定的任何附属法例；

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；

- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

对“**人士**”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；

- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

对“**包括**”的提述应被解释为包括但不限于；及

- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. INVESTMENT

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

在下文第 3 条所指的条件得到落实（或各方共同豁免，但第3.1(a), 3.1(b), 3.1(c)和3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及联席保荐人共同豁免）的情况下，及依据本协议载明的其他条款及条件：

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

投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及 / 或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配发和配售并且整体协调人将向投资者分配及 / 或交付（视情况而定）或者促使分配及 / 或交付（视情况而定）投资者股份；及

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

投资者将按照第 4.2 条支付投资者股份的总投资额、经纪佣金及征费。

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

投资者可通过向本公司、整体协调人及联席保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的投资者全资附属公司认购投资者股份，且该全资附属公司是(A)合格机构买家或(B)(i)非美国人士；(ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买投资者股份，前提是：

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

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

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

投资者 (i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证该全资附属公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)承诺

按照第6.5 条一经要求即向各受偿方作出完全及有效的弥偿，并按要求始终使其得到弥偿。

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

投资者于本第2.2 条项下的义务构成其一经要求即向本公司、整体协调人或联席保荐人支付投资者全资附属公司根据本协议有责任支付的任何金额，以及一经要求及时履行投资者全资附属公司于本协议项下的任何义务，而毋须本公司、整体协调人或联席保荐人首先对投资者附属公司或任何其他人士采取行动的直接或间接、主要及无条件义务。除文义另有规定外，投资者一词应在本协议中解释为包含投资者全资附属公司。

- 2.3 The Company, the Overall Coordinators and the Joint Sponsors may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

本公司、整体协调人及联席保荐人可按其全权酌情决定，所有或部分投资者股份将根据第4.3 条于递延交付日期交付。

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

本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据附表一决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

3. CLOSING CONDITIONS

交割条件

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

投资者在本协议项下认购投资者股份的义务，以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及 / 或交付（视情况而定）或促致发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方豁免为条件（但第 3.1(a)、3.1(b)、3.1(c) 和 3.1(d) 条所列条件不得豁免并且第 3.1(e) 条所列条件只能由本公司、整体协调人及联席保荐人共同豁免）：

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

包销协议已经订立且在不晚于包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；

- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价；

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

联交所上市委员会已批准股份的上市并准许买卖股份（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖股份之前并未被撤销；

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

任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；及

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

投资者在本协议项下的各项陈述、保证承诺、承认和确认在所有方面均属及将属准确、真实及完整，不具误导性或欺骗性且投资者方面并未重大违反本协议。

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

如果第3.1 条所载的任何条件于本协议之日后满一百八十（180）天（或本公司、整体协调人、投资者及联席保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第3.1(a)、3.1(b)、3.1(c) 和 3.1(d)条所列条件不得豁免并且第3.1(e)条所列条件只能由本公司、整体协调人及联席保荐人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或促使发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后 30 天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、整体协调人及 / 或联席保荐人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本条文的内容不得被解释为使投资者有权在本条文项下前述日期之前的期间内对投资者在本协议项下的陈述、保证、承诺、承认和确认的任何违反进行补救。

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

employees, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

投资者承认无法保证全球发售将完成或将不会延期或终止或发售价格将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，本公司、整体协调人或联席保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因被延期或终止、未在拟议日期和时间之前进行、完成或根本未予完成或如果发售价并非介乎公开文件所载的指示性范围而向本公司、整体协调人及 / 或联席保荐人或其各自的联属人士、董事、高级管理人员、雇员、合伙人、代理人及代表提起任何申索或诉讼的权利（如有）。

4. CLOSING

交割

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

根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的代表身份的整体协调人（及 / 或其各自联属人士），按发行价认购投资者股份。因此，投资者股份将在国际发售交割的同时或递延交付日期被认购，时间及方式须由本公司和整体协调人确定。

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

投资者应于上市日期香港时间上午 8:00 或之前（与交付投资者股份的时间及方式并无关系）通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至一（1）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金

及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。

- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. Such determination by the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investor Shares as specified in clause 4.2.

倘若整体协调人按其全权酌情决定，所有或任何部分投资者股份于晚于上市日期的日期（“**递延交付日期**”）交付，在此情况下，整体协调人须(i)于上市日期之前不迟于两(2)个营业日，书面通知投资者将予递延交付的投资者股份数目；以及(ii)不晚于实际递延交付日期的前两(2)个营业日，书面通知投资者递延交付日期，前提是递延交付日期不得晚于超额配股权可行使的最后限期起计三(3)个营业日。整体协调人一旦做出该决定将不可更改且对投资者具有约束力。倘若投资者股份将于递延交付日期交付予投资者，则投资者须按第 4.2 条所指明的方式付款。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.

在依据第4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期或根据第 4.3 条厘定的递延交付日期前两(2)个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。

- 4.5 Without prejudice to clause 4.3, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time and manner of the delivery of the Investor Shares.

在不损害第 4.3 条规定的原则下，投资者股份的交付及付款亦可以本公司、整体协调人、联席保荐人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期香港时间上午 8:00（与交付投资者股份的时间及方式并无关系）。

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

如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及联席保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及联席保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及联席保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第6.5条在税后基础上完全负责承担并向各受偿方作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。

- 4.7 In the event that the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the Shares in public hands on the Listing Date (prior to the exercise of the Over-allotment Option) can be beneficially owned by the three largest public shareholders, cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement under Rule 8.08(3) of the Listing Rules.

如果未能符合上市规则第 8.08(3)条项下上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%的规定（超额配股权获行使前），联席保荐人、整体协调人及本公司有权全权绝对酌情调整投资者将予购买的投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定。

- 4.8 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Overall Coordinators, the Joint Sponsors (as the case may be), including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the COVID-19, declaration of a national, international, regional emergency, disaster, calamity, crisis, economic or

comprehensive sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat or escalation or outbreak of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, accidental or mechanical or electrical breakdown, technical or computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.

如本公司、整体协调人、联席保荐人各自因其控制以外（视乎情况而定）的状况，包括但不限于天灾、洪水、疾病、大流行病或疫情的爆发或升级（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒及 COVID-19）、宣布进入国家、国际或地区紧急状态、灾害、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作崩溃、公众骚乱、政治动荡或敌对行动威胁或升级或爆发、战争（不论是否宣战）、恐怖活动、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、意外或机械或电气故障、技术或计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况），而被阻止或延迟履行其在本协议下的义务，本公司、整体协调人、联席保荐人及其各自的联属人士（不论共同或个别）无需就任何延迟或未能执行其在本协议下规定的义务承担任何责任，且本公司、整体协调人、联席保荐人及其各自的联属人士各自有权终止本协议。

5. RESTRICTIONS ON THE INVESTOR

对投资者的限制

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

will notify the Company, the Overall Coordinators and the Joint Sponsors in writing promptly prior to the proposed disposal and will ensure that (a) such disposal will comply with all applicable Laws; (b) the Investor will use his best endeavors to ensure that the disposal will not create a disorderly and false market in the Shares; (c) the Investor will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or is likely to compete with the business of the Company or with any other entity that is a holding company, subsidiary or associate of such person without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors.

按照第 5.2 条，投资者与本公司、整体协调人及联席保荐人达成一致、订立契诺并承诺，未经本公司、整体协调人及联席保荐人各自的事先书面同意，投资者自上市日期(含)起至上市日期后六(6)个月期间(含)止（“**禁售期**”）内的任何时间（包括上市日期），投资者不会并促使其联属人士不会直接或间接地(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中的任何权益，包括任何可转换、可交换、可行使的证券或代表可收取上述证券的权利，或同意或订约订立或公开宣布有意订立此类交易；(ii)允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或订约或公开宣布有意订立上文(i)、(ii)及(iii)所述的任何前述交易，而不论上文(i)、(ii)及(iii)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式。倘若在禁售期后的任何时间处置任何相关股份，投资者将在拟议处置前立即书面通知本公司、整体协调人和联席保荐人，并将确保 (a) 有关处置将遵守所有适用法律；(b) 投资者将尽其最大努力确保有关处置不会造成股份市场混乱或虚假；(c) 未经本公司、整体协调人及联席保荐人事先书面同意，投资者将不会与直接或间接从事与本公司业务构成竞争或可能构成竞争的业务的的人士，或属于该人士的控股公司、附属公司或联系公司的任何其他实体进行任何有关交易。

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

第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，前提是，在所有情况下：

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

在此类转让之前，该全资附属公司须发出按本公司、整体协调人及联席保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，

包括但不限于本第 5 条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；

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

该全资附属公司应被视为已作出第 6 条规定的相同承认、确认、承诺、陈述及保证；

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

投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；

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

如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且于任何情况下不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、整体协调人及联席保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺促致该全资附属公司受本协议下投资者义务的约束，包括但不限于本协议第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及

- (e) such wholly-owned subsidiary is and will be (A) a QIB or (B) (i) not a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司目前及将来 (A) 是合资格机构买家或(B)(i)不是美国人士及非为了任何美国人士的原因或利益购买相关股份；及(ii)目前及将来位于美国境外； (ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买相关股份。

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and his close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and his close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08 and 18A.07) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators if it comes to his attention of any of the abovementioned situations.

投资者同意并承诺，除了获得本公司、整体协调人及联席保荐人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“主要股东”而不时规定的其他百分比），在上市日期起 12 个月期间内，投资者不得成为本公司核心关连人士（按照上市规则的定义）。而且，投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（按上市规则所拟定及联交所所诠释（包括但不限于上市规则第 8.08 条及第 18A.07 条））低于上市规则第 8.08 条载列的所需百分比或联交所可能不时批准并适用于本公司的该等其他百分比。投资者同意如发现任何上述情况，将尽快通知本公司、联席保荐人及整体协调人。

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

投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及 / 或联席保荐人合理要求后，向本公司、整体协调人及联席保荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得，

且须促使其联系人及其各自的实益所有人均不得通过询价圈购申请或下单购买全球发售下的股份（投资者股份除外）或申请认购香港公开发售下的股份。

- 5.5 The Investor and his affiliates, associates, directors, officers, employees, agents or representatives shall not accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under paragraphs 25 to 30 of Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents.

投资者及其附属人士、联系人、董事、高级管理人员、雇员、代理人或代表不得与本公司、本公司控股股东、本集团任何成员公司或其各自的附属人士、董事高级管理人员、雇员或代理人接受或签订违背或违反上市规则（包括上市指南第 4.15 章第 25 至 30 段所载的规定或香港监管机构发布的其他书面指引）的任何安排或协议（包括但不限于任何附函）。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

承认、陈述、保证及承诺

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

投资者向本公司、整体协调人和联席保荐人中的每一方承认、陈述、承诺、保证、同意及确认：

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

本公司、整体协调人、联席保荐人及其各自的附属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的指示性范围，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎发售文件所载的指示性范围，本公司、联席保荐人及其各自的附属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何法律责任；

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be

required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及向公众展示的重大合同；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;

须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；

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

发售价完全且排他性地按照全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；

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

投资者股份将由投资者通过整体协调人及 / 或其作为国际发售中国际包销商的代表身份的联属人士认购；

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

投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；

- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant

to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者股份数目可受根据上市规则第 18 项应用指引或上市指南第 4.14 章或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的股份重新分配所影响；

- (h) the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provide that no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders, the minimum public float requirement under Rule 8.08(1)(a) and Rule 18A.07 of the Listing Rules or as otherwise approved by the Stock Exchange;

整体协调人、联席保荐人及本公司可全权绝对酌情调整投资者股份数目的分配，以符合上市规则第 8.08(3)条，其中规定上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%、上市规则第 8.08(1)(a)条及第 18A.07 条规定或联交所另行批准的最低公众持股量规定；

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

在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及 / 或联席保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；

- (j) none of the Company, the Joint Sponsors, the Overall Coordinators nor any of their respective subsidiaries, affiliates, agents, directors, officers, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

本公司、联席保荐人、整体协调人、或其各自的任何附属公司、联属人士、代理人、董事、高级管理人员、雇员、合伙人或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；

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

persons in any other jurisdictions except as allowed by applicable Laws of such jurisdiction;

投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何其他司法管辖区人士的原因或利益，除非该司法管辖区适用法律允许；

- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;

如投资者根据证券法第 144A 条购买投资者股份，投资者股份将构成证券法第 144 条规定的“受限制证券”；

- (m) He understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

其理解并同意投资者股份的转让仅可(A)根据第 144A 条或证券法项下的其他可享有的豁免在美国境内进行；或(B)根据 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；

- (n) it understands that none of the Company, the Overall Coordinators, the Joint Sponsors or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

其理解，本公司、整体协调人、联席保荐人或国际发售的任何国际包销商均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有第 144 条或证券法项下任何其他可享有的豁免的任何陈述；

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

除第 5.2 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促使该附

属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；

- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;

在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何联合保荐人、总协调人、其他包销商和公司、其各自的关联方、董事、高级职员、雇员、顾问和代表提出的因本协议和全球发售引起的或与之有关的任何索赔；

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

其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及／或内幕信息（定义见证券及期货条例）的信息，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第 6.1(q)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(q)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地

购买、出售或买卖或交易股份或本公司或其附属人士或联系人的其他证券或衍生工具；

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

本协议、在保密基础上提供给投资者及 / 或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及 / 或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：

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

可能已经提供给投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；

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

可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何股份或其他证券的要约或邀请的依据；及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or

verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives his rights in connection with such amendments (if any);

可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；

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

本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

- (t) neither the Investor nor any of his affiliates nor any person acting on his or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Investor Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;

投资者或其任何附属人士或代表其行事的任何人士均未从事或将从事关于投资者股份的任何定向销售工作（按照 S 规例的定义）或就投资者股份作出的任何广泛招揽或公开广告（按照证券法 D 规例的定义或以参与公开发售的任何方式（定义见证券法第 4(2)条））；

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

其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或联席保荐人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；

- (v) in making his investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company,

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

在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及 / 或联席保荐人（包括其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由本公司、联席保荐人、整体协调人或各自的董事、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士或其他人士所准备），而本公司、整体协调人、联席保荐人及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、整体协调人、联席保荐人及其各自的董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；

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

research and development, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

整体协调人、联席保荐人、其他全球发售的包销商及其各自的董事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、研发、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、研发、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；

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

投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；

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

其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；

且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、联席保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、联席保荐人或其各自联系人、联属人士、董事、高级管理人员、雇员、合伙人、雇问、代理人或代表均不对投资者股份的认购或收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators and the Joint Sponsors have made no assurances that a public or active market will ever exist for the Investor Shares;

据其了解，目前不存在投资者股份的公开市场，而且本公司、整体协调人和联席保荐人也不保证投资者股份将永远存在公开或活跃市场；

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

如果出于任何原因，全球发售被延迟或终止或无法完成，本公司、整体协调人、联席保荐人或其各自的任何联系人、联属人士、董事、高级管理人员、雇员、合伙人、代理人、顾问或代表均不对投资者或其附属公司负有任何责任；

- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

在联交所可能批准并符合适用法律的情况下，本公司及整体协调人将拥有改变或调整(i)全球发售项下将予发行的股份数目；(ii)香港公开发售及国际发售项下将予发行的股份数目；及(iii)发售股份、发售价范围及最终发售价的其他调整或重新分配的全权绝对酌情决定权；

- (cc) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

任何股份买卖均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律、法规或相关规则对买卖股份的限制；及

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

任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；

- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.5; and

投资者已同意于上市日期或根据第 4.5 条协议的其他日期上午 8 时（香港时间）或之前支付总投资金额及相关经纪佣金和征费；及

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

投资者向本公司、整体协调人及联席保荐人进一步承认、陈述、保证及承诺：

- (a) he is an individual with full civil capacity unencumbered under applicable laws; 其作为一名根据适用法律民事能力不受限制的个人；

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

其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；

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

其具有合法权利和权力拥有、使用、租赁和经营其资产并以目前的方式开展业务；

- (d) he has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;

其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；

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

本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；

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

其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；

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

投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“**批准**”），而该等批准保持全面有效且并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或作废的事实或情况。投资者进一步同意并承诺在批准因任何原因不再完全有效、失效、被撤销、撤回或搁置时立即书面通知本公司、整体协调人、联席全球协调人和联席保荐人；

- (h) the execution and delivery of this Agreement by the Investor, and his performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组建或组织章程文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用于投

投资者的任何司法管辖区的法律，或(iii)对投资者具有约束力的任何协议或其他文书，或(iv)对投资者具有管辖权的任何政府机关的任何判决、命令或判令；

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

其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（“**监管机构**”）规定的时间内，直接或通过本公司、整体协调人及 / 或联席保荐人间接地向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机关或证券交易所提供或促成提供并同意披露该等适用法律要求或监管机构不时要求的信息（包括但不限于(i)投资者及其最终实益所有人及 / 或最终负责对收购发出与认购投资者股份有关的指示的人员的身份信息（包括但不限于其各自的名称及注册地））；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、总投资额及本协议下的锁定限制）；(iii)涉及投资者股份的任何换股安排或其他金融或投资产品及其详细信息（包括但不限于认购人及其最终受益所有人的身份信息以及此类换股安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其受益所有人及其联系人与公司及其任何股东

之间的任何关联关系）（“投资者相关信息”）。投资者进一步授权本公司、整体协调人、联席保荐人及其各自的联属人士、董事、高级管理人员、雇员、顾问及代表向该等监管机构披露任何投资者相关信息，及/或上市规则或适用法律要求的任何公开文件或其他公告或文件中披露的信息，或应任何相关监管机构的要求披露的所有信息；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) he is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) he is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) he has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) he is experienced in transactions of investing in securities of companies in a similar stage of development; his ordinary business is to buy or sell shares or debentures or he is a Professional Investor and by entering into this Agreement, he is not a client of any of the Overall Coordinators or the Joint Sponsors in connection with the transactions contemplated thereunder;

投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何整体协调人或联席保荐人就其项下预期交易的客户；

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

其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事或高级管理人员；

- (l) (i) if subscribing for the Investor Shares in the United States, he is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, he is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;

(i)如果认购投资者股份发生在美国，他们其中的一方为合格机构买家；或(ii)如果认购投资者股份发生在美国境外，则按照证券法 S 规例中定义的“境外交易”实施且其不是美国人士；

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

投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；

- (n) the Investor and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

投资者及 / 或联系人: (i)为独立于本公司的第三方; (ii)不属于本公司的关连人士 (定义见上市规则) 或其联系人, 且投资者对投资者股份的认购不会使投资者成为本公司的关连人士 (定义见上市规则), 即便投资者与可能将签订 (或已经签订) 本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系, 且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士, 且不得与该等关连人士一致行动 (定义见证监会颁布的《公司收购、合并及股份回购守则》); (iii)具有履行本协议项下所有义务的财务能力; (iv)不由(a)本公司任何核心关连人士 (定义见上市规则) 或(b)本公司、本公司或其任何附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东或上述任何人士的紧密联系人 (定义见上市规则) 予以直接或间接提供资金、资助或支持, 且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示; 及(v)除非以书面形式向公司、联席保荐人和整体协调人披露, 否则与公司或其任何股东没有关联关系;

- (o) the Investor will subscribe for the Investor Shares using his own fund and he has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement, the remaining payment for the Investor Shares will be satisfied by the Investor using his own fund;

投资者将使用本身的资金认购投资者股份。投资者并无取得且无意取得贷款或任何形式的融资, 以履行其于本协议项下的付款义务, 投资者股份的剩余付款将由投资者使用本身的资金支付;

- (p) each of the Investor and/or associates is not a "connected client" of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead

manager(s), the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者、其实益拥有人及 / 或联系人均不是任何整体协调人、联席保荐人、账簿管理人、牵头经办人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；

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

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

- (r) neither the Investor nor its associates is a director (including as a director within the preceding 12 months), of the Company or its associates or a nominee of any of the foregoing;

投资者、或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事），或任何前述人士的联系人或代名人；

- (s) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, the Investor does not fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A) to be identified in the Company’s allotment results announcement;

除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或 (b)按上市规则（包括但不限于第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；

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

投资者未与任何“分销商”（定义见证券法 S 规例）就股份的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；

- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Listing Guide;

认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及上市指南第 4.15 章的适用段落；

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

投资者及其紧密联系人（定义见上市规例）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；

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

投资者及 / 或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、任一整体协调人、联席保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；

- (x) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under paragraphs 25 to 30 of Chapter 4.15 of the Listing Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholders, any member of the Group or their respective affiliates, directors, officers, employees or agents; and

投资者或其联属公司、董事、高级职员、雇员或代理人于本公司或其控股股东、本集团任何成员公司或其各自的联属公司、董事、高级职员、雇员或代理人之间，已经或将会订立或作出任何协议或安排，包括任何与《上市规则》（包括上市指南第 4.15 章第 25 至 30 段所载的规定）不一致的附函；及

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

除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；

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

除先前以书面形式向公司、联席保荐人及整体协调人披露的情况外，投资者及/或其联系人并未签订也不会签订任何涉及投资者股份的换股安排或其他金融或投资产品；及

- (aa) neither the Investor nor any of his associates has applied for or placed an order through the book building process for any Shares in the Global Offering other than pursuant to this Agreement.

投资者及其任何联系人概无通过询价圈购申请或下单购买全球发售下的任何股份（根据本协议者除外）。

- 6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to himself and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of his name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to himself and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to himself to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to himself is true, accurate and complete in all respects and is not misleading or deceptive.

投资者向本公司、整体协调人及联席保荐人陈述并保证，附表二所载的与其自身的说明以及应监管机构及/或本公司、联席保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及 / 或本公司、整体协调人及 / 或联席保荐人或其代表可能发布的与全球发售有关的其他公告或展示文件中可提及并加入其名称以及本协议

的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及联席保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身及 / 或有关本公司、整体协调人及 / 或联席保荐人为确保其遵守适用法律及 / 或公司或证券登记及 / 或相关监管机构（包括但不限于联交所、证监会及中国证监会）而合理要求事项的其他信息及 / 或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性。

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

投资者了解，第 6.1 条及第 6.2 条中的陈述、保证、承诺、和确认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、整体协调人、联席保荐人、包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖本协议中所载的投资者保证、承诺、陈述和确认的真实性、完整性及准确性，并且投资者同意如果本协议中的任何保证、承诺、陈述或确认的任何方面不再真实、准确和完整或具有误导性或欺骗性，将立即书面通知本公司、整体协调人及联席保荐人。

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

投资者同意并承诺，对于向本公司、整体协调人、联席保荐人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高级管理人员、董事、雇员、员工、联系人、合伙人、代理人 and 代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按**要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任。**

- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.

投资者在第 6.1 条、第 6.2 条、第 6.3 条、第 6.4 条及第 6.5 条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期及递延交付日期（如适用）重复作出。

- 6.7 The Company represents, warrants and undertakes that:

本公司陈述、保证并承诺：

- (a) it has been duly incorporated and is validly existing under the laws of the Cayman Islands;

其依据其注册成立地的法律依法成立并有效存续；

- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;

其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动，且本协议一经签署，将构成其合法、有效且具有约束力的义务；

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

在已付款并且遵守第 5.1 条规定的禁售期的前提下，投资者股份将并且在根据第 4.4 条交付给投资者时已缴清股款，可自由转让、且不含所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的股份享有同等地位；

- (d) none of the Company and its controlling shareholders (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under paragraphs 25 to 30 of Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives; and

本公司、本公司控股股东（定义见上市规则）、本集团任何成员公司及其各自的联属人士、董事、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人或代表达成任何与上市规则（包括上市指南第 4.15 章第 25 至 30 段所载的规定）不符的协议或安排，包括任何附函；及

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

除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、高级管理人员、雇员、代理人或代表未与任何政府机关或任何第三方就任何投资者股份达成任何安排、协议或承诺。

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

本公司承认、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中的股份的其他投资者具有相同权利。

7. TERMINATION

终止

- 7.1 This Agreement may be terminated:

本协议可在以下情况下终止：

- (a) in accordance with clauses 3.2, 4.6 or 4.8;
根据第 3.2 条、第 4.6 条或第 4.8 条终止；
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or

如果在国际发售的交割当日或如适用，递延交付日期或之前投资者方面严重违反本协议（或根据第5.2条转让投资者股份的投资者全资附属公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺及确认），则本公司、整体协调人及联席保荐人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或

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

所有各方书面同意后终止本协议。

- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

在不损害第 7.3 条规定的原则下，如果根据第 7.1 条终止本协议，各方无须继续履行其在本协议项下的各自义务（第 8.1 条项下的保密义务除外），各方在本协议项下的权利和责任（下文第 11 条项下的权利除外）应中止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

即使本协议终止，第 6.5 条及投资者在本协议中作出的弥偿保证在任何情况下应继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY

公布和保密

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

除非本协议和投资者签订的保密协议中另有规定，否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、整体协调人、联席保荐人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

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

or displayed documents to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

向联交所、证监会、中国证监会及 / 或本公司、整体协调人及 / 或联席保荐人受制的其他监管机构披露，且将由本公司或其代表刊发的公开文件、营销和路演材料以及本公司、整体协调人及 / 或联席保荐人或其代表刊发的与全球发售有关的其他公告或展示文件中可对投资者的背景以及本公司和投资者之间的关系作出说明；

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

向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、高级管理人员和相关雇员、代表和代理人在其需要知晓的范围内披露，但前提是披露方应：(i)促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、高级管理人员和相关雇员、代表和代理人知晓并遵守本协议中列明的所有保密义务，及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、高级管理人员和相关雇员、代表和代理人违反该等保密义务的行为负责；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

任何一方根据任何适用法律或对该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）或证券交易所规则的要求（包括根据《公司（清盘及杂项条文）条例》和上市规则将本协议作为重大合约提交给香港公司注册处办理登记并向公众展示），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

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

投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、整体协调人及联席保荐人的意见，并获得彼等的事先书面同意。

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to himself in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about himself is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.

本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、整体协调人及联席保荐人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、整体协调人及联席保荐人及其各自的法律顾问提供任何意见和证明文件。

- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to himself, his background information, his relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

投资者立即承诺就编制第 8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景资料、其与本公司的关系、其所有权（包括最终实益所有权）、及 / 或本公司、整体协调人或联席保荐人为了以下目的可能合理要求的事项的进一步信息及 / 或支持文件）：(i) 在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、联席保荐人及/或整体协调人遵守适用的公司或证券登记要求及 / 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. NOTICES

通知

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

本协议下传达的所有通知应使用英文或中文书写，且应以第 9.2 条要求的形式发送至以下地址：

<u>Party</u> <u>各方</u>	<u>Contact</u> <u>通讯方式</u>	<u>Address</u> <u>地址</u>
Company 本公司	Facsimile 传真: N/A Email 电邮: zhangmaowen@66nao.com Attention 收件人: 张茂闻	Room 1301, 13/F, Building 3, Shaoxing Shuimuwan District Science Park No. 2 Pingjiang Road Yuecheng District, Shaoxing City Zhejiang Province PRC 中国 浙江省 绍兴市越城区 平江路 2 号 绍兴水木湾科学园 3 号楼 13 层 1302 室
Investor 投资人	Facsimile 传真: 无 Email 电邮: yhhgw@126.com Attention 收件人: 黄光伟	Room 3108, Tower 1, The Gateway, 25 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong 香港九龙尖沙咀广东道 25 号港威大厦一座 3108 室
CICC 中金公司	Facsimile 传真: (+852) 2872 2100 Email 电邮: GI_dawn2023@cicc.com.cn Attention 收件人: CICC Dawn Team	29/F, One International Finance Centre 1 Harbour View Street Central Hong Kong 香港 中环 港景街 1 号 国际金融中心一期 29 楼
SPDBI 浦银国际	Facsimile 传真: 2750 1798 Email 电邮:	33/F, SPD Bank Tower One Hennessy, 1 Hennessy Road Hong Kong

	ecm@spdbi.com Attention 收件人: SPDBI ECM Department	香港 轩尼诗道 1 号 浦发银行大厦 33 楼

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

本协议项下交付的任何通知应以专人交付、传真或电子邮件发送或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如以电子邮件发出，则在发出之时视作收妥（除非发件方最终得知有关电子邮件未能成功交付）；及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满 48 小时（或满 6 日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. GENERAL

一般规定

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

每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求但未取得的同意、批准和授权外，该方在履行其在本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。

- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators

shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.

本协议中规定的各联席保荐人及整体协调人的义务是个别的（而非共同的或共同及个别的）。任何联席保荐人或整体协调人都不对任何其他联席保荐人或整体协调人未能履行其在本协议项下各自的义务承担责任，任何此类未履行行为均不得影响任何其他联席保荐人或整体协调人行使本协议条款的权利。尽管有前述规定，各联席保荐人和整体协调人均有权在适用法律允许的范围内单独或与其他联席保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

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

就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据第 4.2 条需要支付的金额应具有决定性及约束力，但有明显错误者除外。

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

投资者、本公司、整体协调人及联席保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及 / 或批准相互配合。

- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。

- 10.6 In the event of any discrepancy between the English language version and the Chinese language version of this Agreement, the English language version shall prevail.

倘若本协议的英文文本与中文文本出现任何歧异，应以英文文本为准。

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

除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方 / 卖方和相关受让方 / 买方平均承担。

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

时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。

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

本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第4条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。

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

除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。

- 10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

除上述第 10.11 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：

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

受偿方可强制执行并依赖第 6.5 条（但应在如同其为本协议一方的相同范围内）。

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

在未获得第 10.11(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。

- 10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinator or Joint Sponsor shall remain liable for all acts and omissions of any of its affiliates to which it

delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

整体协调人及联席保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或联席保荐人仍应，个别但不共同地对根据本分条被授予相关权利、职责、权力及 / 或酌情决定权的任何联属人士的一切作为和不作为负责。

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

一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

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

如果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任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：

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

本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；
或

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

本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。

- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign

or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

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

如果投资者在上市日期或递延交付日期（如适用）当日或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、整体协调人及联席保荐人有权解除本协议，且各方在本协议下的所有义务应立即中止。

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

每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

各方不可撤销及无条件地同意本协议可以按照适用法律通过附加电子签名的方式订立，且所使用的方法就本协议所载信息的沟通而言是可靠及适合的。

11. GOVERNING LAW AND JURISDICTION

管辖法律及司法权区

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

本协议及各方之间的关系应受香港法律管辖，并据以解释。

- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Laws. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral

tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

12. IMMUNITY

豁免权

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

如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁

裁决)的其他法律行动、诉讼或程序,或在任何该等程序中有属于其自身或其资产、财产或收入的情形(无论是否提出权利主张),投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. [RESERVED]

14. COUNTERPARTS

副本

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

本协议可签署任何数量的副本,每一方各有一份单独副本。每份副本均为原件,但所有副本应共同构成一份完整的协议。以电子邮件附件(PDF)或传真形式交付签字后的本协议签字页副本应视为有效的交付形式。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

本协议于文首列明的日期由缔约双方正式授权签署,以昭信守。

FOR AND ON BEHALF OF:
为及代表:

BRAIN Aurora MEDICAL TECHNOLOGY LIMITED
脑动极光医疗科技有限公司

By:
签署:

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

Name: Wang, Xiaoyi
姓名: 王晓怡

Title: Executive Director, CEO
职务: 执行董事, 总经理

Huang Guangwei
黄光伟

By:
签署:

A handwritten signature in black ink, consisting of several loops and strokes, positioned above a horizontal line.

[Signature Page to Cornerstone Investment Agreement]

FOR AND ON BEHALF OF:

为及代表:

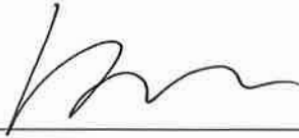
CHINA INTERNATIONAL CAPITAL CORPORATION

HONG KONG SECURITIES LIMITED

中国国际金融香港证券有限公司

By:

签署:



Name: Laura ZHONG

姓名: 钟犁

Title: Executive Director

职务: 执行总经理

[Signature Page to Cornerstone Investment Agreement]

FOR AND ON BEHALF OF:

为及代表:

SPDB INTERNATIONAL CAPITAL LIMITED

浦银国际融资有限公司

By:

签署:



Name: Chun Sing CHAN

姓名: 陈振声

Title: Director

职务: 董事

SCHEDULE 1

附表一

INVESTOR SHARES

投资者股份

Number of Investor Shares

投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 4,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus, (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of Shares.

投资者股份数目须等于：(1) 4,000,000 美元的等值港元（按照招股章程所披露的港元兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以（2）发售价，舍入到最接近的一整手。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Sponsors and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders. Further, the Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with the relevant requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08 of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的发售股份重新分配所影响。倘若香港公开发售的股份总需求量属于本公司的最终招股章程“全球发售的架构 – 香港公开发售 – 重新分配”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、联席保荐人及本公司可全权酌情调整投资者股份数量，以符合上市规则第 8.08(3) 条项下上市日期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，不得超过 50% 的规定。此外，整体协

调人可全权绝对酌情调整投资者股份数目，以遵守上市规则的相關規定，包括但不限於上市规则第 8.08 条的公众持股量规定及上市规则附录 F1 所载的配售指引。

SCHEDULE 2

附表二

PARTICULARS OF INVESTOR

投资者详情

The Investor

投资者

Place of incorporation: 注册成立所在地:	N/A
Certificate of incorporation number: 公司注册证书编号:	N/A
Business registration number: 商业登记号码:	N/A
LEI number: 法人机构识别编码:	N/A
Business address and telephone number and contact person: 营业地址及电话及联系人:	Room 3108, Tower 1, The Gateway, 25 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong 香港九龙尖沙咀广东道 25 号港威大厦一 座 3108 室 13923854988
Principal activities: 主营活动:	engaged in the property management and lease business in the PRC and an individual investor in primary equity markets 从事物业管理和租赁业务及作为个人投 资者参与一级股权市场
Ultimate controlling shareholder(s): 最终控股股东:	N/A
Place of incorporation of ultimate controlling shareholder(s): 最终控股股东的注册成立所在地:	N/A
Business registration number and LEI number of ultimate controlling	N/A

shareholder(s): 最终控股股东的商业登记号码及法人机构识别编码:	N/A
Principal activities of ultimate controlling shareholder(s): 最终控股股东的主营活动:	N/A
Shareholder and interests held: 股东及所持股权:	N/A
Description of the Investor for insertion in the Prospectus: 投资者说明（待载入招股章程）:	Mr. Huang Guangwei is an individual investor of our Company and an Independent Third Party. As of the Latest Practicable Date, Mr. Huang is the owner of a private company engaged in the property management and lease business in the PRC. He also makes investments with his own funds in certain primary equity markets. We became acquainted with Mr. Huang Guangwei in September 2021 through the introduction of Mr. Deng Feng, an non-executive Director who controls the NLVC Shareholders. 黃光偉先生為本公司個人投資者及獨立第三方。截至最後實際可行日期，黃先生是一家在中國從事物業管理和租賃業務的私營公司的所有人。彼亦以其自有資金投資若干一級股票市場。我們於2021年9月通過控制NLVC股東的非執行董事鄧鋒先生的介紹結識黃光偉先生。
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places:	基石投資者 Cornerstone Investor
相关投资者类别(联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别):	<i>(ix) existing shareholder</i> <i>(ix) 現有股東</i>

DATED December 26, 2024

BRAIN Aurora MEDICAL TECHNOLOGY LIMITED 脑动极光医疗科技有限公司

TAN ZHENG

WANG XIAOYI

ZTAN LIMITED

WISPIRITS LIMITED

WISEFORWARD LIMITED

NEUROBRIGHT LIMITED

**CHINA INTERNATIONAL CAPITAL CORPORATION
HONG KONG SECURITIES LIMITED**

SPDB INTERNATIONAL CAPITAL LIMITED

and

**THE HONG KONG UNDERWRITERS
(named in Schedule 2)**

HONG KONG UNDERWRITING AGREEMENT
relating to the Hong Kong Public Offering of initially 18,112,000
Shares of nominal value of US\$0.0000001 each in the capital of
BrainAurora Medical Technology Limited
being part of a global offering of initially 181,112,000 Shares

THIS AGREEMENT is made on December 26, 2024

BETWEEN:

- (1) **BRAIN Aurora MEDICAL TECHNOLOGY LIMITED** 脑动极光医疗科技有限公司, an exempted company incorporated in the Cayman Islands with limited liability, whose registered office is at 3-212 Governors Square, 23 Lime Tree Bay Avenue, P.O. Box 30746, Seven Mile Beach, Grand Cayman KY1-1203, Cayman Islands (the “**Company**”);
- (2) **TAN ZHENG** of 1801, Unit 2, 18th Floor, Building 6, No. 3, Wangjing East Garden, Chaoyang District, Beijing, China (“**Mr. Tan**”);
- (3) **WANG XIAOYI** of 304, 3/F, Building 7, Sunny View, No. 23 Huangsi Street, Xicheng District, Beijing, China (“**Dr. Wang**”);
- (4) **ZTAN LIMITED**, a company incorporated in the British Virgin Islands with limited liability, whose registered office is at ICS Corporate Services (BVI) Limited, Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands;
- (5) **WISPIRITS LIMITED**, a company incorporated in the British Virgin Islands with limited liability, whose registered office is at ICS Corporate Services (BVI) Limited, Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands;
- (6) **WISEFORWARD LIMITED**, a company incorporated in the British Virgin Islands with limited liability, whose registered office is at ICS Corporate Services (BVI) Limited, Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands;
- (7) **NEUROBRIGHT LIMITED**, a company incorporated in the British Virgin Islands with limited liability, whose registered office is at ICS Corporate Services (BVI) Limited, Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands;
- (8) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, whose registered office is at 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”);
- (9) **SPDB INTERNATIONAL CAPITAL LIMITED**, whose registered office is at 33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong (“**SPDBI**”); and
- (10) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 2 (the “**Hong Kong Underwriters**”).

RECITALS:

- (A) The Company is incorporated in the Cayman Islands 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 an authorized share capital of US\$50,000 divided into 499,873,146 ordinary shares and 126,854 preferred shares of a nominal value of US\$0.0001 each, and an issued share capital of US\$108.5166 representing 958,312 ordinary shares and 126,854 preferred shares of a nominal value of US\$0.0001 each

have been allotted and issued and are fully paid or credited as fully paid. Upon the Global Offering becoming unconditional, each share in the issued and unissued share capital of the Company shall be split into 1000 shares of the corresponding class with a nominal value of US\$0.0000001 each.

- (B) As of the date hereof, the Controlling Shareholders (as defined below) together control the voting rights of approximately 51.47% of the total issued share capital of the Company. Upon completion of the Global Offering (assuming that the Over-allotment Option is not exercised), the Controlling Shareholders will collectively control an aggregate of approximately 44.11% of the total issued share capital of the Company. The Controlling Shareholders will remain as the controlling shareholders of the Company upon Listing.
- (C) The Company is proposing to list its Shares (as defined below) on the Stock Exchange by way of a Global Offering comprising:
 - (a) Hong Kong Public Offering (as defined herein), comprising an offer for subscription of the Hong Kong Offer Shares, in respect of which this Agreement is being entered into; and
 - (b) International Offering (as defined herein), comprising an offer for subscription of the International Offer Shares to be issued by the Company and an offer for sale of any Over-allotment Option Shares (if any).
- (D) CICC and SPDBI has been appointed as the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators in connection with the Global Offering.
- (E) The Joint Sponsors have made an application on behalf of the Company to the Listing Division of the Stock Exchange for the listing on the Main Board of, and permission to deal on the Main Board in, the Offer Shares.
- (F) The Company hereby confirms and acknowledges the appointment of the Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Joint Sponsors, Hong Kong Underwriters and CMIs in relation to the Global Offering, details of which are set out in Clause 3.
- (G) The Hong Kong Underwriters have agreed to severally underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (H) Each of the Warrantors (as defined below) has agreed to give the representations, warranties, undertakings and indemnities set out herein in favor of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.
- (I) The Company has appointed Tricor Investor Services Limited to act as its Hong Kong share registrar and transfer agent for the Shares.
- (J) The Company has appointed CMB Wing Lung Bank Limited as the Receiving Bank for the Hong Kong Public Offering and CMB Wing Lung (Nominees) Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.

- (K) The Company, the Controlling Shareholders, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and other International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (L) The Company is expected to grant to the International Underwriters the Over-allotment Option to require the Company to allot and issue up to an additional 27,166,000 Shares, representing approximately 15% of the Shares initially available under the Global Offering, to, among other things, cover any over-allocations in the International Offering, subject to and on the terms of the International Underwriting Agreement.
- (M) At a meeting of the Board held on December 19, 2024, resolutions were passed pursuant to which, *inter alia*, the Board has approved, and any one Director was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 **Introduction:** Except where the context otherwise requires, in this Agreement, including the Recitals and the Schedules, the following words and expressions shall have the respective meanings set out below:

“Acceptance Date” means January 3, 2025, being the date on which the Application Lists close in accordance with Clause 4.2;

“Accepted Hong Kong Public Offering Applications” means the Hong Kong Public Offering Applications which are from time to time accepted in whole or in part pursuant to Clause 4.3;

“Admission” means the grant or agreement to grant by the Listing Committee of the Stock Exchange of the listing on the Main Board of, and permission to deal on the Main Board in, the Shares;

“Affiliates” means, in respect of a particular company, any company or other entity which is its holding company or subsidiary or branch, or any subsidiary or branch 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, such company. For the purposes of the foregoing, **“control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms **“controlling”**, **“controlled by”** and **“under common control with”** shall be construed accordingly;

“AFRC” means the Accounting and Financial Reporting Council;

“AFRC Transaction Levy” means the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the AFRC;

“Application Proof(s)” means the application proofs of the prospectus of the Company posted on the Stock Exchange’s website at www.hkexnews.hk on August 8, 2023, March 28, 2024, and October 31, 2024, respectively;

“Application Lists” means the application lists in respect of the Hong Kong Public Offering referred to in Clause 4.2;

“Approvals” means all approvals, sanctions, consents, permissions, certificates, authorizations, licenses, permits, permissions, clearances, orders, concessions, qualifications, registrations, declarations and franchises from any person, and filings and registrations with any person, of any relevant jurisdictions, including, without limitation, Hong Kong and the PRC;

“Articles of Association” means the articles of association of the Company as amended, supplemented or otherwise modified from time to time;

“Associate” has the meaning given to it in the Listing Rules;

“Board” means the board of directors of the Company;

“Brokerage” means the brokerage at the rate of 1.0% of the Offer Price in respect of the Offer Shares payable by investors in the Global Offering;

“Business Day” means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Hong Kong;

“CCASS” means the Central Clearing and Settlement System established and operated by HKSCC;

“CMIs” means the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and other capital market intermediary(ies) (within the meaning ascribed thereto under the Listing Rules) participating in the Global Offering;

“Code of Conduct” means Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission;

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

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

“Company’s Cayman Counsel” means Walkers (Hong Kong), being the Company’s legal advisers on Cayman Islands Law, of 15/F, Alexandra House, 18 Chater Road, Central, Hong Kong;

“Company’s HK & US Counsel” means Davis Polk & Wardwell, being the Company’s legal advisers on Hong Kong and US Law, of 10/F, The Hong Kong Club Building, 3A Chater Road, Central, Hong Kong;

“Company’s PRC Counsel” means Commerce & Finance Law Offices, being the Company’s legal advisers on PRC Law, of 12-14/F, China World Office 2, No. 1 Jianguomenwai Avenue, Beijing, PRC;

“Conditions” means the conditions precedent set out in Clause 2.1;

“Conditions Precedent Documents” means the documents listed in Parts A and B of Schedule 4;

“connected person” has the meaning given to it in the Listing Rules;

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

“Controlling Shareholders” means collectively Mr. Tan, Dr. Wang, ZTan Limited, Wispirits Limited, Wiseforward Limited, and Neurobright Limited, and **“Controlling Shareholder”** means any one of them;

“Cornerstone Investment Agreements” means the several cornerstone investment agreements entered into between, *inter alia*, the Company, the Joint Sponsors, the Overall Coordinators and the several cornerstone investors as described in the Prospectus;

“CSRC” means the China Securities Regulatory Commission;

“CSRC Archive Rules” means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, 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 modified from time to time;

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

“CSRC Filing Report” means the filing report of the Company in relation to the Global Offering, submitted to the CSRC on August 9, 2023 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

“CSRC Rules” means the CSRC Filing Rules and the CSRC Archive Rules;

“Directors” means the directors of the Company whose names are set out in Schedule 1 and in the section headed “Directors and Senior Management” in the Prospectus;

“Disclosure Package” shall have the meaning ascribed to it in the International Underwriting Agreement;

“Disputes” has the meaning ascribed to it in Clause 18.2;

“Encumbrance” means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, claim, defect, right, interest or preference granted to any third party, or any other encumbrance or security interest of any kind;

“Expert” means the Joint Sponsors, the Company’s PRC Counsel, the Company’s Cayman Counsel, the Reporting Accountant and the Industry Consultant;

“Extreme Conditions” means any extreme conditions or events the occurrence of which will cause interruption to the ordinary course of business operations in Hong Kong and/or that may affect the Listing Date;

“FINI” means the “Fast Interface for New Issuance”, an online platform operated by HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement for all new listing of securities;

“FINI Agreement” means the FINI agreement dated August 5, 2024 entered into between the Company and the HKSCC;

“Formal Notice” means the press announcement substantially in the agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules, as amended, supplemented or otherwise modified from time to time;

“Global Offering” means the Hong Kong Public Offering and the International Offering;

“Governmental Authority” means any administrative, governmental or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic or foreign;

“Group” means the Company and its subsidiaries from time to time;

“Group Company” means a member of the Group;

“HK eIPO White Form” means the application for Hong Kong Offer Shares to be issued in the applicant’s own name, submitted online through the designated website at www.hkeipo.hk;

“HK eIPO White Form Service Provider” means the **HK eIPO White Form** service provider designated by the Company as specified on the designated website at www.hkeipo.hk;

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

“HKSCC” means Hong Kong Securities Clearing Company Limited;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Hong Kong Offer Shares” means the 18,112,000 new Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 4.9, 4.10 and 4.13;

“Hong Kong Public Offering” means the offer of the Hong Kong Offer Shares at the Offer Price for subscription by the public in Hong Kong on and subject to the terms and conditions of the Hong Kong Public Offering Documents;

“Hong Kong Public Offering Applications” means applications to subscribe for Hong Kong Offer Shares made online through the **HK eIPO White Form** Service Provider or through CCASS EIPO service to electronically cause HKSCC Nominees Limited to apply on an applicant’s behalf or otherwise made in compliance with the terms and conditions of the Hong Kong Public Offering Documents;

“Hong Kong Public Offering Documents” means the Application Proof, the PHIP, the Prospectus and the Formal Notice;

“Hong Kong Share Registrar” means Tricor Investor Services Limited of 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong;

“Hong Kong Underwriters” has the meaning ascribed to it in the parties clause;

“Hong Kong Underwriter’s Application” means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.7 which is applied to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

“Hong Kong Underwriting Commitment” means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure subscribers to, or failing which itself as principal to, subscribe, pursuant to the terms of this Agreement, as shown opposite its name in Schedule 2, subject to adjustment and reallocation as provided in Clauses 4.10 and 4.13;

“Indemnified Parties” means each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of their respective Affiliates and delegates under Clause 3.5, as well as the respective representatives, partners, Affiliates, directors, officers, employees, assignees, advisers, consultants and agents of each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint

Bookrunners, the Joint Lead Managers, the CMIIs and the Hong Kong Underwriters and of each of their respective Affiliates;

“Industry Consultant” means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co. of 2504-2505, Wheelock Square, 1717 Nanjing West Road, Shanghai, PRC;

“Intellectual Property” means letters patent, patent applications, trademarks (both registered and unregistered), service marks (both registered and unregistered), registered designs, trade or service names, domain names, software, utility models, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, inventions, confidential information, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), business names and any similar rights situated in any part of the world, and the benefit (subject to the burden) of any and all licenses in connection with any of the foregoing;

“International Offer Shares” means the 163,000,000 Shares to be initially offered to investors at the Offer Price under the International Offering for subscription subject to adjustment and reallocation in accordance with the International Underwriting Agreement, together (where applicable) with any Over-allotment Option Shares ;

“International Offering” means the conditional placing by the International Underwriters, for and on behalf of the Company, of the International Offer Shares at the Offer Price outside the United States (including to professional and institutional investors within Hong Kong) in offshore transactions in reliance on Regulation S under the Securities Act, on and subject to the terms and conditions of the International Underwriting Agreement, the Disclosure Package and the Offering Circular;

“International Offering Purchasing Commitment” means, in relation to any International Underwriter, the maximum number of International Offer Shares in respect of which such International Underwriter has agreed to procure placees, or failing which itself as principal to purchase, pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Over-allotment Option (if any);

“International Underwriters” means the persons named in the International Underwriting Agreement as such to underwrite the International Offering;

“International Underwriting Agreement” means the International Underwriting Agreement relating to the International Offering to be entered into between, among others, the Company, the Controlling Shareholders, the Overall Coordinators and the International Underwriters on or around January 6, 2025;

“Internal Control Consultant” means the internal control consultant appointed by the Company to conduct internal control review in anticipation of the Global Offering;

“Joint Bookrunners” means CICC, SPDBI, CMB International Capital Limited, Fosun International Securities Limited, Tiger Brokers (HK) Global Limited, GF Securities (Hong Kong) Brokerage Limited, CCB International Capital Limited, BOCI Asia Limited, China Everbright Securities (HK) Limited, ABCI Capital Limited,

CMBC Securities Company Limited, China Industrial Securities International Capital Limited and Haitong International Securities Company Limited, being the joint bookrunners to the Global Offering;

“Joint Global Coordinators” means CICC and SPDBI, being the joint global coordinators to the Global Offering;

“Joint Lead Managers” means CICC and SPDBI, CMB International Capital Limited, Fosun International Securities Limited, Tiger Brokers (HK) Global Limited, GF Securities (Hong Kong) Brokerage Limited, CCB International Capital Limited, BOCI Asia Limited, China Everbright Securities (HK) Limited, ABCI Securities Company Limited, CMBC Securities Company Limited, China Industrial Securities International Capital Limited and Haitong International Securities Company Limited, being the joint lead managers to the Global Offering;

“Joint Sponsors” means CICC and SPDBI, being the joint sponsors to the Global Offering;

“Laws” means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any Governmental Authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions (including, without limitation, Hong Kong and the PRC) (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding Up and Miscellaneous Provisions) Ordinance, and the CSRC Rules);

“Legal Advisers” means the Company’s HK & US Counsel, the Company’s PRC Counsel, the Company’s Cayman Counsel, the Underwriters’ HK & US Counsel and the Underwriters’ PRC Counsel;

“Listing Committee” means the listing committee of the Stock Exchange;

“Listing Date” means the first day on which the Shares commence trading on the Main Board, which is expected to be on January 8, 2025;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time) and the listing decisions, guidelines and other requirements of the Stock Exchange;

“Loss” has the meaning ascribed to it in Clause 9.2;

“Main Board” means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with the Growth Enterprise Market of the Stock Exchange;

“Nominee” means CMB Wing Lung (Nominees) Limited, in whose name the application moneys are to be held by the Receiving Bank under the Receiving Bank Agreement;

“OC Announcement” means the announcement dated August 8, 2023, March 28, 2024, and October 31, 2024 setting out the names of the overall coordinators appointed by the

Company in connection with the Global Offering, including any subsequent related announcement(s) (if applicable);

“Offer Price” means HK\$3.22 per Offer Share (exclusive of Brokerage, Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) at which the Offer Shares are to be subscribed and/or purchased pursuant to the Global Offering

“Offer Shares” means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering;

“Offering Circular” means the final offering circular to be issued by the Company in connection with the International Offering;

“Offering Documents” means the Hong Kong Public Offering Documents, the Disclosure Package, the Offering Circular and any other announcement, document, material, communication or information made, issued, given, released, arising out of or used in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including, without limitation, any road show materials relating to the Offer Shares and, in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or any of the Underwriters;

“Operative Documents” means the Receiving Bank Agreement, the Share Registrar Agreement, the FINI Agreement, and the Cornerstone Investment Agreements;

“Overall Coordinators” means CICC and SPDBI, being the overall coordinators to the Global Offering;

“Over-allotment Option” means the over-allotment option to be granted by the Company to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) under the International Underwriting Agreement, pursuant to which the Company may be required to allot and issue up to an aggregate of 27,166,000 additional Shares, representing in aggregate approximately 15% of the initial number of Offer Shares, at the Offer Price;

“Over-allotment Option Shares” means up to 27,166,000 additional Shares which the Company may be required to issue upon the exercise of the Over-allotment Option (if any);

“Over-Subscription” has the meaning ascribed to it in Clause 4.9;

“PHIP” means the post hearing information pack of the Company posted on the Stock Exchange’s website at www.hkexnews.hk on October 31, 2024, as amended or supplemented by any amendment or supplement thereto;

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

“PRC Company Law” means the Company Law of the PRC;

“Preliminary Offering Circular” means the preliminary offering circular dated December 30, 2024 issued by the Company and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

“Proceeding” has the meaning ascribed to it in Clause 9.2;

“Prospectus” means the prospectus in the agreed form to be issued by the Company in connection with the Hong Kong Public Offering, and all amendments or supplements thereto;

“Prospectus Date” means the date of issue of the Prospectus, which is expected to be on or about December 30, 2024;

“Receiving Bank” means CMB Wing Lung Bank Limited, the receiving bank appointed by the Company in connection with the Hong Kong Public Offering pursuant to the Receiving Bank Agreement;

“Receiving Bank Agreement” means the agreement dated December 24, 2024 entered into between the Company, the Receiving Bank, the Joint Sponsors, the Overall Coordinators, the Nominee and the Hong Kong Share Registrar for the appointment of the Receiving Bank and the Nominee in connection with the Hong Kong Public Offering;

“Relevant Hong Kong Public Offering Application” means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter which is applied pursuant to Clause 4.5 to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;

“Relevant Jurisdiction” has the meaning ascribed to it in Clause 11.1;

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

“Reporting Accountant” means Deloitte Touche Tohmatsu, certified public accountants and registered public interest entity auditor;

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

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

“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 in respect of the Offer Shares imposed by the SFC;

“Share(s)” means ordinary share(s) in the share capital of the Company with a nominal value of US\$0.0000001 each, and which are to be listed on the Stock Exchange;

“Share Registrar Agreement” means the agreement dated December 24, 2024 entered into between the Company and the Hong Kong Share Registrar in relation to the appointment of the Hong Kong Share Registrar;

“Stabilizing Manager” has the meaning ascribed to it in Clause 6.2;

“Stock Borrowing Agreement” means the stock borrowing agreement expected to be entered into between ZTan Limited and the Stabilizing Manager (or its agent) on or about January 6, 2025 pursuant to which the Stabilizing Manager may request ZTan Limited to make available to the Stabilizing Manager on a temporary basis up to 27,166,000 Shares solely to cover over-allocations in the International Offering (if any);

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

“Taxation” or “Taxes” means all present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Governmental Authority, including all interest, additions to tax, penalties or similar liabilities with respect thereto and all forms of taxation whenever created, imposed or arising and whether of the Cayman Islands, Hong Kong, the PRC or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, estate duty, death duty, capital duty, stamp duty, payroll taxation, business tax, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal authorities whether of Hong Kong, the PRC or of any other part of the world, whether by way of actual assessment, withholding, loss off allowance, deduction or credit available for relief or otherwise;

“Trading Fee” means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the Stock Exchange;

“Under-Subscription” has the meaning ascribed to it in Clause 4.4;

“Underwriters” means the Hong Kong Underwriters and the International Underwriters;

“Underwriters’ HK & US Counsel” means Cooley HK, being the Underwriters’ legal advisers on Hong Kong Law and US Law, of 35/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong;

“Underwriters’ PRC Counsel” means Zhong Lun Law Firm, being the Underwriters’ legal advisers on PRC Law, of 22-31/F, South Tower of CP Center, 20 Jin He East Avenue, Chaoyang District, Beijing PRC;

“United Kingdom” means the United Kingdom of Great Britain and Northern Ireland;

“Unsubscribed Shares” has the meaning ascribed to it in Clause 4.4;

“US” or “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 signed and approved by, among others, the Directors, and delivered or will be delivered to the Joint Sponsors;

“Warranties” means the representations, warranties and undertakings given by the Warrantors as set out in Schedule 3; and

“Warrantors” means the Company and the Controlling Shareholders and **“Warrantor”** means any one of them.

1.2 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.

1.3 **References:** Except where the context otherwise requires, references in this Agreement to:

1.3.1 statutes or statutory provisions, rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated or re-enacted or both from time to time (whether before, on or after the date of this Agreement) and to any subordinate legislation made under such statutory provisions;

1.3.2 a **“company”** shall include any company, corporation or other body corporate, wherever and however incorporated or established;

1.3.3 a **“person”** shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);

1.3.4 a **“subsidiary”** or a **“holding company”** are to the same as defined in sections 15 and 13 of the Companies Ordinance;

1.3.5 **“Clauses”**, **“Paragraphs”**, **“Recitals”** and **“Schedules”** are to clauses and paragraphs of and recitals and schedules to this Agreement;

1.3.6 **“parties”** are to the parties to this Agreement;

1.3.7 the terms **“herein”**, **“hereof”**, **“hereto”**, **“hereinafter”** and similar terms, shall in each case refer to this Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;

1.3.8 the terms **“or”**, **“including”** and **“and”** are not exclusive;

1.3.9 the terms **“purchase”** and **“purchaser”**, when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms **“sell”** and **“sale”**, when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the Shares by the Company;

- 1.3.10 a document being “**in the agreed form**” are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters);
- 1.3.11 a “**certified copy**” means a copy certified as a true copy by a Director or the secretary of the Company, the Company’s PRC Counsel, the Company’s Cayman Counsel or the Company’s HK & US Counsel;
- 1.3.12 “**written**” or “**in writing**” shall include any mode of reproducing words in a legible and non-transitory form; and
- 1.3.13 times of day and dates are to Hong Kong times and dates, respectively.

1.4 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

1.5 **Genders and plurals:** In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.

2 **CONDITIONS**

2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived:

- 2.1.1 the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) receiving from the Company’s HK & US Counsel (on behalf of the Company) all Conditions Precedent Documents as set out in Part A of Schedule 4 and Part B of Schedule 4, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, not later than 8:00 p.m. on the Business Day immediately before the Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree, respectively;
- 2.1.2 the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance not later than 6:00 p.m. on the Business Day before the Prospectus Date or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be);
- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong

Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters) agree in writing) and Admission not subsequently having been revoked prior to the commencement of trading of the Shares on the Main Board;

- 2.1.4 admission into CCASS in respect of the Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters) agree in writing);
- 2.1.5 the execution and delivery of the International Underwriting Agreement and the Stock Borrowing Agreement by the parties thereto on or around January 6, 2025 and such agreement(s) not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement to become unconditional), and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.6 the Warranties being true, accurate, complete and not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as if they had been given and made on such date and time by reference to the facts and circumstances then subsisting);
- 2.1.7 no material adverse change or prospective change in the earnings, results of operations, business, business prospects, financial or trading position, conditions or prospects of any member of the Group (including any litigation or claim of any third party being threatened or instigated against any member of the Group) having developed, occurred, existed or come into force;
- 2.1.8 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met;
- 2.1.9 the Company having obtained from or made to (as the case may be) the relevant Governmental Authorities all applicable Approvals in connection with the Global Offering;
- 2.1.10 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 remains valid and is not otherwise rejected, revoked, withdrawn, amended or invalidated; and

2.1.11 all of the waivers or exemptions as stated in the Prospectus to be granted by the Stock Exchange or the SFC are granted and are not otherwise revoked, withdrawn, amended or invalidated.

2.2 **Procure fulfilment:** The Warrantors jointly and severally undertake to the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters to use its best endeavours to fulfil or to procure the fulfilment of the Conditions and to do such things and take such actions as are necessary to ensure that Admission is obtained and not cancelled or revoked, on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Governmental Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the Shares and the fulfilment of such Conditions.

2.3 **Extension:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:

2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Joint Sponsors and the Overall Coordinators may determine (in which case the Joint Sponsors and the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the date which is the 30th day after the date of the Prospectus and any such extension and the new timetable shall be notified by the Overall Coordinators to the other parties to this Agreement as soon as practicable after any such extension is made); or

2.3.2 in respect of the Condition set out in Clause 2.1.1, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition.

2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 9, if any of the Conditions has not been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.

2.5 **No waiver in certain circumstances:** The consent or knowledge of any of the Joint Sponsors or the Overall Coordinators regarding any amendments/supplements to the Offering Documents subsequent to their respective issues or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the rights of the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters to terminate this Agreement.

3 APPOINTMENTS

- 3.1 **Appointment of Joint Sponsors, Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers and CMIs:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of (i) the Joint Sponsors as the joint sponsors in respect of its application for Admission; (ii) the Overall Coordinators as the overall coordinators in respect of the Global Offering; (iii) the Joint Global Coordinators as the joint global coordinators in respect of the Global Offering; (iv) the Joint Bookrunners as the joint bookrunners in respect of the Global Offering ; (v) the Joint Lead Managers as the joint lead managers in respect of the Global Offering; and (vi) the CMIs as the capital market intermediaries in respect of the Global Offering, and each of the Joint Sponsors , the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMIs, relying on the Warranties and subject to the conditions of this Agreement and each of the respective engagement letters, hereby confirms and acknowledges its acceptance of such appointment(s) hereunder. For the avoidance of doubt, (i) the appointment of CICC hereunder is in addition to the terms and conditions under its engagement letter with the Company dated May 22, 2023 and the supplemental agreement with the Company dated May 30, 2023; and (ii) the appointment of SPDBI hereunder is in addition to the terms and conditions under its engagement letter with the Company dated May 30, 2023 and the supplemental agreement with the Company dated July 3, 2024 (collectively, the “**Sponsor OC Engagement Letters**”), all of which shall continue to be in full force and effect.
- 3.2 **Appointment of Receiving Bank and Nominee:** The Company has appointed (i) the Receiving Bank to act as receiving bank in connection with the Hong Kong Public Offering, and (ii) the Nominee to hold the application monies received pursuant to the Hong Kong Public Offering, in both cases on the terms and on the basis set out in the Receiving Bank Agreement. The Company shall use its best endeavors to procure the Nominee to undertake to hold and deal with such application monies on the terms and conditions set out in the Receiving Bank Agreement.
- 3.3 **Appointment of Hong Kong Share Registrar:** The Company has appointed the Hong Kong Share Registrar 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 Share Registrar Agreement. The Company has also appointed the Hong Kong Share Registrar to act as the service provider in relation to the **HK eIPO White Form** on and subject to the terms of any separate agreement between them. The Company undertakes with the Joint Sponsors and the Hong Kong Underwriters to procure that the Hong Kong Share Registrar and **HK eIPO White Form** Service Provider shall do all such acts and things as may be required to be done by them in connection with the Hong Kong Public Offering and its associated transactions.
- 3.4 **Appointment of Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters on the terms and subject to the conditions of this Agreement, and to the exclusion of all others, as underwriters of the Hong Kong Public Offering, to assist the Company in offering to the public in Hong Kong the Hong Kong Offer Shares at the Offer Price (together with Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) in accordance with the provisions of this Agreement and on the terms and conditions set out in the Hong Kong Public Offering Documents, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and

conditions set out in this Agreement, severally accept the appointment and severally agree, in the event that an Under-Subscription shall occur, to procure subscribers for the Unsubscribed Shares comprised in the Under-Subscription or, failing that, themselves to subscribe for such Unsubscribed Shares as principals in accordance with the terms and conditions of this Agreement and the Hong Kong Public Offering Documents. Such obligations of each Hong Kong Underwriter to procure subscribers, or to subscribe as principals, for the Hong Kong Offer Shares comprised in an Under-Subscription:

- 3.4.1 are several (and not joint or joint and several);
- 3.4.2 shall initially extend to a number of Hong Kong Offer Shares up to but not exceeding such Hong Kong Underwriter's initial Hong Kong Underwriting Commitment hereunder; and
- 3.4.3 if required to be performed, shall be performed in accordance with the provisions of Clauses 4.4 and 4.7.

None of the appointees under Clauses 3.1 to 3.4 shall be liable for any failure on the part of any other appointees to perform its obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce its rights under this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.4 shall be entitled to enforce any of its rights under this Agreement either alone or jointly with the other appointees.

- 3.5 **Delegation:** Each appointment referred to in Clauses 3.1 and 3.4 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or person(s) are permitted by applicable Law to discharge the duties conferred upon them by such delegation. Each of the appointees shall remain liable for all acts and omissions of any of its Affiliates or any other person(s) to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.5.
- 3.6 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 and 3.4 confer on each of the appointees and its Affiliates, and their respective delegates under Clause 3.5, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as an Overall Coordinator, Joint Global Coordinator, Joint Sponsor, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter (as the case may be) of the Global Offering and the application for Admission, and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.5 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Overall Coordinators, Joint Global Coordinators, Joint Sponsors, Joint Bookrunners, Joint Lead Managers, the CMIs or Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.

- 3.7 **Limitation of liability:** None of the appointees pursuant to Clauses 3.1 and 3.4 or the other Indemnified Parties shall be responsible for any loss, cost, expense or damage to any persons arising from (i) any transaction carried out by such appointee within the scope of the appointments, authorities and discretions referred to in this Agreement or arising out of the services rendered or duties performed by such appointee under this Agreement or otherwise in connection with the Global Offering and the application for the listing of, and permission to deal in, the Shares on the Stock Exchange or (ii) any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.
- 3.8 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of applicable Laws and the selling restrictions set out in the Prospectus. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely.
- 3.9 **No liability for the Offering Documents and Offer Price:** Without prejudice to the generality of the foregoing and notwithstanding anything in this Agreement, none of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to the Warrantors or any person in respect of the following matters (it being acknowledged by the parties that the Company and the Directors are solely responsible in this regard): (i) any of the matters referred to in Clauses 9.2.1 to 9.2.3; or (ii) any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares, and notwithstanding anything contained in Clause 9.1, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 9 to recover any Loss incurred or suffered or made as a result of or in connection with any of the foregoing matters.
- 3.10 **No fiduciary duties:** Each of the Warrantors acknowledges and agrees that (i) the services rendered by the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (as the case may be) in respect of the Hong Kong Public Offering (including the determination of the Offer Price), and the underwriting of the Hong Kong Public Offering by the Hong Kong Underwriters, pursuant to this Agreement, are arm's-length commercial transactions between the Company on the one hand, and the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (as the case may be) on the other hand, (ii) in connection with the transactions contemplated by this Agreement and with the process leading thereto, each of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters is acting solely as principal and not the agent or adviser of the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the Shares on the Stock Exchange or the process leading thereto, (iii) none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint

Bookrunners, the Joint Lead Managers, the CMI's or the Hong Kong Underwriters is acting as the fiduciary of any of the Warrantors nor has assumed an advisory or fiduciary or similar responsibility in favor of any of the Warrantors and their respective directors, management, shareholders or creditors with respect to the transactions contemplated by this Agreement, the Global Offering or the listing of the Shares on the Stock Exchange or the process leading thereto (irrespective of whether it has advised or is currently advising the Company on other matters), (iv) the Warrantors on the one hand, and the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters (as the case may be) on the other hand, are each responsible for making their own independent judgments with respect to any such transactions (including the sufficiency of the Offer Price) and that any opinions or views expressed by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters (as the case may be) to any of the Warrantors regarding such transactions, including but not limited to any opinions or views with respect to the price or market for the Shares, do not constitute advice or recommendations to the Warrantors. The Warrantors have consulted their own professional advisers including, without limitation, legal, accounting, regulatory, tax and financial advisers to the extent it deemed appropriate, and none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters (as the case may be) is advising any of the Warrantors or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction, nor shall any of them has any responsibility or liability to any of the Warrantors or any other person with respect thereto; and (v) the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's, the Hong Kong Underwriters and their respective Affiliates may be engaged in a broad range of transactions that involve interests that may differ from those of any of the Warrantors.

Each of the Warrantors agrees that it/he/she will not claim that the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters, or any of them, has rendered advisory services, or owes a fiduciary or similar duty to any of the Warrantors, in connection with transactions or matters contemplated by this Agreement or the process leading thereto. Each of the Warrantors waives to the fullest extent permitted by applicable Laws any claims it/he/she may have against any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters for any breach or alleged breach of advisory, fiduciary or similar duty arising in any way from acts contemplated by this Agreement.

- 3.11 Any transaction carried out by the appointees under Clauses 3.1 and 3.4 within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal and any stabilizing activities conducted in accordance with Clause 6.2) shall constitute a transaction carried out at the request of the Company and not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.5. The appointees shall not be responsible for any loss or damage to any other such appointee or their respective Affiliates. None of the appointees under

Clauses 3.1 to 3.4 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, either severally or jointly with other appointees.

3.12 **Advice to the Company:** The Company hereby confirms and acknowledges that the Overall Coordinators have:

3.12.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;

3.12.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicated its allocation policy to the Company, and that the Company confirms that it understands the factors underlying the allocation recommendation;

3.12.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;

3.12.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;

3.12.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs, which is currently around 75% fixed and 25% discretionary;

3.12.6 advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its Directors understand and undertake to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters that they have met or will meet these responsibilities; and

3.12.7 where the Company decided not to adopt the Overall Coordinators' advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

4 HONG KONG PUBLIC OFFERING

4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) payable in full on

application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by the Company or the Company's HK & US Counsel on the Company's behalf, the Joint Sponsors shall arrange for and the Company shall cause the Formal Notice (in the agreed form) to be published on the official websites of the Stock Exchange (www.hkexnew.hk) and of the Company (66nao.cn) as specified in Schedule 6 (or such other publications and/or day(s) as may be agreed by the Company and the Joint Sponsors). The Company will, on the Prospectus Date, publish the Prospectus on the official websites of the Stock Exchange (www.hkexnew.hk) and of the Company (66nao.cn).

4.2 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above or 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 signal or Extreme Condition remains in force at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the Acceptance Date and to the time of opening and closing of the Application Lists shall be construed accordingly.

4.3 **Basis of allocation:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall, as soon as practicable after the close of the Application Lists, determine the manner and the basis of allocation of the Hong Kong Offer Shares subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall be entitled to exercise, and on behalf of the Company to authorize the Hong Kong Share Registrar and the Receiving Bank to exercise, the sole and absolute discretion on the part of the Company to reject or accept in whole or in part any Hong Kong Public Offering Application in accordance with the Hong Kong Public Offering Documents, this Agreement or otherwise and, without prejudice to Clause 4.9 below, the Overall Coordinators shall have the sole and absolute discretion, but shall not be obliged, on behalf of the Company, to reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. The respective International Offering Purchasing Commitments of the International Underwriters may be correspondingly reduced in such proportions as the Overall Coordinators may in their sole and absolute discretion determine in the event of such reallocation and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of such reallocated Offer Shares.

The Company undertakes with the Hong Kong Underwriters that it shall procure the Receiving Bank and the Hong Kong Share Registrar shall, promptly after the close of the Application Lists, provide the Joint Sponsors and the Overall Coordinators with such information, calculations and assistance as the Joint Sponsors and the Overall Coordinators may require for the purposes of determining, *inter alia*:

4.3.1 in respect of an Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or

4.3.2 in respect of an Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; and

4.3.3 the basis of allocation of the Hong Kong Offer Shares.

4.4 **Under-Subscription:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares (the “**Unsubscribed Shares**”) which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications under the Hong Kong Public Offering (an “**Under-Subscription**”), the Overall Coordinators shall notify the other Hong Kong Underwriters as soon as practicable following the Overall Coordinators being informed of the Under-Subscription, and each of the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by the Relevant Hong Kong Public Offering Applications of such Hong Kong Underwriter to zero pursuant to Clause 4.5) shall, subject to any reallocation of such Hong Kong Offer Shares comprised in the Under-Subscription to the International Offering pursuant to Clause 4.10 and subject to Clause 4.8, apply or procure applications for such respective numbers of Hong Kong Offer Shares comprised in the Under-Subscription as the Overall Coordinators may in their sole discretion determine, in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and those regarding the payment for the Hong Kong Offer Shares), and shall pay or procure to be paid the full amount payable on application in accordance with Clause 4.7, provided that

4.4.1 the obligations of the Hong Kong Underwriters in respect of such Hong Kong Offer Shares under this Clause 4.4 shall be several (and not joint or joint and several).

4.4.2 the number of Unsubscribed Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.4 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 2):

$$\left[N = T \times \frac{(C - P)}{(AC - AP)} \right]$$

where in relation to such Hong Kong Underwriter:

N is the number of Unsubscribed Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.4, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;

T is the total number of Unsubscribed Shares determined after taking into account any reduction pursuant to Clauses 4.9 and 4.10, as applicable;

- C is the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Relevant Hong Kong Public Offering Applications of such Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.9 and 4.10, 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

4.4.3 the determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Shares under this Clause 4.4 shall be final and conclusive.

None of the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.4. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

- 4.5 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.7, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the applications having been marked with the name of such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.3 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced pro tanto by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 5.
- 4.6 **Accepted Applications:** The Company agrees that all duly completed and submitted applications received prior to the closing of the Application Lists and accepted by the Joint Sponsors and the Overall Coordinators pursuant to Clause 4.3, 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 obligations under Clause 4.4.
- 4.7 **Hong Kong Underwriters' Applications:** In the event of an Under-Subscription, each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the first (1st) Business Day after the Acceptance Date, and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement, deliver records for the duly completed applications for such number of Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.4, and pay (or

procure payment) to the Overall Coordinators or as they may direct the full amount payable on application (being the Offer Price together with the Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy), for such number of Hong Kong Offer Shares comprising the Under-Subscription as may have fallen to be subscribed and paid for by it pursuant to Clause 4.4 and subject to the terms and conditions set out in the Hong Kong Public Offering Documents (as may be appropriate).

Notwithstanding the above, the Hong Kong Underwriters' underwriting obligations are subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement, and the Global Offering having become unconditional and not otherwise terminated. The Company shall, promptly after 8:00 a.m. on the Listing Date but in no event later than 9:30 a.m. on the Listing Date, against receipt of such applications and payments in relation thereto in accordance with Clause 5, and upon receipt of the list of allottees for the Hong Kong Offer Shares, duly allot and issue to the said applicants or to such persons nominated by the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and will duly issue, and authorize the delivery to the Hong Kong Underwriters (or as they may direct) of valid share certificates in respect of such Hong Kong Offer Shares in the names of the respective applicants or in the name of HKSCC for credit to the relevant CCASS participants' account of the applicants.

4.8 **Power of the Overall Coordinators to make applications:** In the event of an Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole discretion and in relation to which they are under no obligation to exercise) to apply or procure applications for (subject to and in accordance with this Agreement) all or any of the Hong Kong Offer Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.4. Any application submitted or procured to be submitted by the Overall Coordinators pursuant to this Clause 4.8 in respect of which payment is made mutatis mutandis in accordance with Clause 4.7 shall satisfy pro tanto the obligation of the relevant Hong Kong Underwriter under Clause 4.4 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

4.9 **Re-allocation from International Offering to Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (an "**Over-Subscription**"), then the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate all or any of the International Offer Shares 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, subject, however, to the reallocation basis as set forth below in the immediately following paragraph of this Clause 4.9. The respective International Offering Purchasing Commitments of the International Underwriters may be reduced in such manner and proportion as the Overall Coordinators will, in their sole and absolute discretion, determine in the event of such reallocation and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of such reallocated Offer Shares.

If the Over-Subscription represents a subscription of (i) less than 15 times, (ii) 15 times or more but less than 50 times, (iii) 50 times or more but less than 100 times, or (iv) 100 times or more, of the number of the Hong Kong Offer Shares initially available for

subscription under the Hong Kong Public Offering, then the Offer Shares will be reallocated to the Hong Kong Public Offering from the International Offering, so that the total number of Offer Shares available under the Hong Kong Public Offering will be increased to 36,223,000, 54,334,000, 72,445,000 and 90,556,000 Offer Shares, respectively, representing approximately 20.0% (in the case of (i)), 30.0% (in the case of (ii)), 40.0% (in the case of (iii)) or 50.0% (in the case of (iv)), respectively, of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Over-allotment Option). In each such case, the number of Offer Shares allocated to the International Offering will be correspondingly reduced, in such manner as the Overall Coordinators deem appropriate, and the respective International Offering Purchasing Commitments of the International Underwriters may be reduced in such proportions as the Overall Coordinators may in their sole and absolute discretion determine. Such Offer Shares reallocated from the International Offering to the Hong Kong Public Offering will be allocated between Pool A and Pool B (as described in the Prospectus) in the Hong Kong Public Offering. The Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of such reallocated Offer Shares. The International Underwriters will be entitled to the underwriting commission referred to in Clause 7.1 in respect of such reallocated Offer Shares.

- 4.10 **Re-allocation from Hong Kong Public Offering to International Offering:** If an Under-Subscription shall occur, the Overall Coordinators, in their sole and absolute discretion, shall have the right to (but shall have no obligation to) reallocate all or any of the Hong Kong Offer Shares comprised in any such Under-Subscription from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. The respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such proportion as the Overall Coordinators may, in their sole and absolute discretion, determine. Any Hong Kong Offer Shares which are so reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be allocated to increase the International Offering Purchasing Commitment of all or any of the International Underwriters in such proportion as the Overall Coordinators in their 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 Offer Shares to be reallocated to the International Offering.
- 4.11 **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 4.4, Clause 4.7 and/or Clause 4.8 or upon an Over-Subscription having occurred. Further, none of the Hong Kong Underwriters shall be liable for any failure by any other Hong Kong underwriters to perform their own obligations under this Agreement.
- 4.12 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things required

to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the Shares on the Main Board to be granted by the Listing Committee.

- 4.13 **Reduction in the Offer Price and/or the number of Offer Shares:** The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process, reduce the Offer Price and/or the number of Offer Shares below those stated in the Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, promptly following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, (i) cause to be posted on the websites of the Stock Exchange (www.hkexnews.hk) and of the Company (66nao.cn) the announcement of the said reduction. Upon publication of such an announcement, the revised Offer Price and/or number of Offer Shares will be final and conclusive and the Offer Price, if agreed upon by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and the Company, will be fixed within such revised range. Such announcement will also include confirmation or revision, as appropriate, of the working capital statement, the use of proceeds of the Global Offering, and the Global Offering statistics as currently set out in the Prospectus, and any other financial information which may change materially as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all the Laws applicable to that reduction. In any event, when there is such reduction, the Global Offering must first be cancelled and subsequently relaunched on FINI at the revised number of Offer Shares and/or the revised Offer Price and the requirements under Rule 11.13 of the Listing Rules (which include the issue of a supplemental prospectus or a new prospectus (as appropriate)). .

5 PAYMENT OF APPLICATION MONIES

- 5.1 **Hong Kong Public Offering application monies:** The application monies in respect of the Hong Kong Offer Shares will be paid in Hong Kong dollars to the Company at our around 9:30 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares or HKSCC Nominees Limited (as the case may be), by wire transfer to the Company's bank account in Hong Kong (details of which will be notified by the Company to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement but, in any event, by no later than three (3) Business Day immediately before the Listing Date) in immediately available funds, provided, however, that:
- 5.1.1 the Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee (prior to payment of the application monies to the Company as aforesaid) to deduct from such application monies and pay to the Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) all amounts payable by the Company pursuant to Clause 7 (save for the Incentive Fee as set

out in Clause 7.2, which shall be paid by the Company in the manner provided therein; and

- 5.1.2 to the extent that the amounts deducted by the Nominee under Clause 5.1.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.1.1, the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or forthwith upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters, as applicable) and to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company through its bank account (details of which will be notified by the Company pursuant to the Receiving Bank Agreement) pursuant to this Clause 5.1 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies based on the Offer Price of HK\$3.22 per Offer Share. The Overall Coordinators shall, upon request by the Company, provide to the Company an itemized breakdown of the amounts deducted from the application monies pursuant to this Clause 5.1.

- 5.2 **Payment of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company and applicants:** Subject to the receipt of the applicable amount pursuant to Clause 7, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) will arrange for the payment by the Nominee (i) on behalf of all successful applicants under the Hong Kong Public Offering to participants of the Stock Exchange and/or the Hong Kong Underwriters (as the case may be) of the Brokerage, (ii) on behalf of the Company and all successful applicants, to the Stock Exchange of the Trading Fee, to the SFC of the SFC Transaction Levy and to the AFRC of the AFRC Transaction Levy, in each case in respect of Accepted Hong Kong Public Offering Applications, all such amounts to be paid out of the application monies. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.3 **Refund:** The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the Share Registrar Agreement, the Nominee will pay refunds of applications monies, and the Hong Kong Share Registrar will arrange for payment of refunds of application monies, to those applicants under the Hong Kong Public Offering who are entitled to receive any refund of application monies (in whole or in part) in accordance with the terms and conditions of the Hong Kong Public Offering Documents.
- 5.4 **Separate Bank Account:** The Company agrees that the application monies received for subscription of Hong Kong Offer Shares shall be credited to a separate bank account pursuant to the terms and conditions of the Receiving Bank Agreement.
- 5.5 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters has

any liability whatsoever under Clause 5, Clause 7 or otherwise for any default by the Nominee or any other application of funds.

6 OVER-ALLOTMENT OPTION AND STABILIZATION

6.1 **Over-allotment Option:** The Company will grant the Over-allotment Option (if any) to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), pursuant to the terms and conditions of the International Underwriting Agreement and as described in the Offering Documents. If the Over-allotment Option is exercised in respect of all or any part of the Over-allotment Option Shares:

6.1.1 the Over-allotment Option Shares arising from the exercise of the Over-allotment Option shall be allocated to the International Offering as International Offer Shares; and

6.1.2 any Over-allotment Option Shares shall for all purposes (including underwriting commissions and expenses) be deemed to be delivered as International Offer Shares under and with the benefit of all rights, representations, warranties and undertakings applying under the International Underwriting Agreement, and the Hong Kong Underwriters will not be entitled to any underwriting commission in respect of the Over-allotment Option Shares.

6.2 **Stabilization:** The Company hereby appoints, to the exclusion of all others, CICC and/or any person acting for it (the “**Stabilizing Manager**”) as its stabilizing manager in connection with the Global Offering to (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilizing action(s) with a view to supporting the market price of the Offer Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date, provided that the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) and all such other applicable Laws or regulatory requirements shall be complied with by the Stabilizing Manager at all times. The Company hereby acknowledges and agrees that the Stabilizing Manager may, from time to time, in its sole and absolute discretion, appoint agents to act on its behalf with the same authorities and rights as the Stabilizing Manager in connection with any stabilization activities. Such stabilization activities, if taken, may be discontinued at any time. All liabilities, expenses and losses (calculated on a mark-to-market basis at the end of the stabilizing period) arising from stabilization activities and transactions effected by the Stabilizing Manager pursuant to this clause shall be debited, and any profit arising from them shall be beneficially credited, by the Stabilizing Manager to a stabilizing account, the arrangement regarding which shall be a matter exclusively for the Stabilizing Manager and the Joint Sponsors upon and subject to the terms and conditions of any separate agreement between them. The Company shall not be responsible for any liabilities, expenses and losses and shall not be entitled to any profit arising from stabilizing activities and transactions effected by the Stabilizing Manager.

Each of the Hong Kong Underwriters (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party to this Agreement that it will not take or cause or authorize any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any

stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company (which, for the avoidance of doubt, does not include exercise of the Over-allotment Option (if any)).

All liabilities, expenses and losses arising from stabilization activities and transactions effected by the Stabilizing Manager shall be for the respective accounts of the International Underwriters in the same proportions, as nearly as may be practicable, as the respective International Offering Underwriting Commitments (as defined in the International Underwriting Agreement) of the International Underwriters, and may be deducted from the commissions payable to the International Underwriters. The Company shall not be responsible for any liabilities, expenses and losses arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager. All profits or gains arising from stabilizing activities and transactions effected by the Stabilizing Manager shall be for the account of the Overall Coordinators.

6.3 No stabilization by the Company and the Controlling Shareholders: Each of the Company and the Controlling Shareholders undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and each of them that it will not, and will cause its Affiliates or any of its or its Affiliates' respective promoters, representatives, partners, directors, officers, employees, assignees, advisers, consultants and agents, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

6.3.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

6.3.2 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

6.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

7 COMMISSIONS, FEES AND EXPENSES AND INCENTIVE FEE

7.1 Underwriting commission: Subject to the provisions of this Clause 7, the Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 2.5% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4), 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, taking into account any reallocation of Offer Shares pursuant to Clause 4, shall be determined in accordance with the terms of the International Underwriting Agreement. The payment by the Company of the commission herein to the Overall Coordinators shall fully and finally discharge the Company's obligation to the Hong Kong Underwriters to pay the underwriting commission in respect of the Hong Kong Offer Shares.

- 7.2 **Incentive Fee:** The Company agrees at its sole discretion to pay any one or all of the Underwriters an additional incentive fee of up to an aggregate of no more than 1.0% of the gross proceeds of the Global Offering. The absolute amount of the incentive fee to be paid (if any) and allocation of the Incentive Fee shall be determined and communicated by the Company to the relevant capital market intermediaries before the Listing Date. The Incentive Fee shall be paid to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) within thirty (30) days after the Listing Date.
- 7.3 **Sponsor Fee:** The Company agrees to pay to the Joint Sponsors the sponsor fee of such amount as have been agreed between the Company and the Joint Sponsors pursuant to the Sponsor-OC Engagement Letters, which shall be deducted from the proceeds of the Global Offering in accordance with Clause 5.1.1. For the avoidance of doubt, the out-of-pocket expenses payable (to the extent set out in written proof/receipt) by the Company to the Joint Sponsors shall not exceed the relevant cap (as defined in the Sponsor-OC Engagement Letters) without the Company's written consent (which consent shall not be unreasonably withheld).
- 7.4 **Other costs payable by the Company:** Subject to Clause 7.5, all fees, costs, charges, Taxation and other expenses of, in connection with or incidental to the Global Offering and its associated transactions and this Agreement, and the transactions contemplated thereby or hereby including, without limitation:
- 7.4.1 fees, disbursements and expenses of the Reporting Accountant;
 - 7.4.2 fees, disbursements and expenses of the Hong Kong Share Registrar and the **HK eIPO White Form** Service Provider;
 - 7.4.3 fees, disbursements and expenses of all Legal Advisers and any other legal advisers to the Company and the Underwriters;
 - 7.4.4 fees, disbursements and expenses of any public relations consultants;
 - 7.4.5 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant;
 - 7.4.6 fees, disbursements and expenses of any translators engaged by the Company;
 - 7.4.7 fees, disbursements and expenses of the Receiving Bank and the Nominee;
 - 7.4.8 fees, disbursements and expenses of other agents, consultants and advisers engaged by the Company and by the Underwriters (with the approval of the Company) relating to the Global Offering;

- 7.4.9 fees, disbursements and expenses related to the company search, litigation search, winding-up, bankruptcy and insolvency search and directorship search in connection with the Global Offering;
- 7.4.10 fees, disbursements and expenses related to the application for listing of the Shares on the Main Board, the registration of any documents with any relevant authority and the qualification of the Offer Shares in any other jurisdiction as referred to in the Offering Documents;
- 7.4.11 all roadshow costs, disbursements and expenses (including the fees and expenses of the roadshow coordinator or consultant engaged in connection with the road show presentation and other fees and expenses incurred by the Company, the Joint Global Coordinators, the Underwriters and any such coordinators or consultants);
- 7.4.12 all costs, disbursements and expenses incurred for conducting pre-marketing activities;
- 7.4.13 fees, disbursements and expenses of the financial printer retained for the Global Offering;
- 7.4.14 all printing and advertising costs in relation to the Global Offering;
- 7.4.15 all costs of preparation, printing, despatch and distribution of the Offering Documents in relation to the Global Offering in all relevant jurisdictions, and all amendments and supplements thereto;
- 7.4.16 all costs, disbursements and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing and other presentation relating to the Global Offering;
- 7.4.17 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 7.4.18 all costs and expenses of preparing, printing or producing any agreement among the Hong Kong Underwriters, agreement among the International Underwriters, this Agreement, the International Underwriting Agreement, the agreement between syndicates (if any), closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares;
- 7.4.19 all capital duty (if any), premium duty (if any), Taxes, levy and other fees, costs and expenses payable in respect of the creation and issue 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;
- 7.4.20 all travelling, telecommunications, postage, roadshow and other costs, fees and out-of-pocket expenses incurred by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Underwriters or any of them or on their behalf

under this Agreement or in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 7.4 or pursuant to any other agreements between the Company and the Joint Sponsors;

7.4.21 all costs and expenses incurred by the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters related to the launching of the Global Offering;

7.4.22 fees and expenses related to the application for listing of and permission to deal in the Shares on the Stock Exchange;

7.4.23 fees and expenses related to the registration of the Hong Kong Public Offering Documents and any amendments and supplements thereto with any relevant authority, including without limitation, the Registrar of Companies in Hong Kong;

7.4.24 all processing charges and related expenses payable to HKSCC; and

7.4.25 all CCASS transaction fees payable in connection with the Global Offering.

shall be borne by the Company, and the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such fees, costs, charges, Taxation and expenses incurred in connection with the Global Offering and the listing of the Shares on the Main Board including, without limitation, Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy payable by the Company and any stamp or capital duty or other similar tax arising from the creation, issue and allotment or sale of Offer Shares pursuant to the Global Offering.

7.5 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any underwriting commission and incentive fee under Clauses 7.1 and 7.2, but the Company shall, and each of the Controlling Shareholders shall take steps within its power and control to procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties, all costs, fees, charges, Taxation and expenses referred to in Clause 7.3 and Clause 7.4 which have been incurred or are liable to be paid by the Hong Kong Underwriters and/or by the Joint Sponsors and/or by the Joint Bookrunners and/or by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the costs, fees, charges, Taxation and expenses which are expressed to be borne by the Company forthwith on demand by the Overall Coordinators, the Joint Sponsors, the Hong Kong Underwriters or the relevant party which incurred the cost, fees, charges, Taxation and expenses, as the case may be.

7.6 **Time of payment of costs:** Unless otherwise provided in Clause 7.2, all commissions, fees, costs, charges and expenses referred to in this Clause 7 (if not so deducted pursuant to Clause 5.1) or the balance of such commissions, fees, costs, charges and expenses (if the amount deducted pursuant to Clause 5.1 shall be insufficient for the purposes of covering such commissions, fees, costs, charges and expenses) shall be payable by the

Company forthwith upon demand by the Overall Coordinators or by the relevant party incurring the commissions, fees, costs, charges or expenses, whichever is the earlier. 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.

All amounts payable to the Overall Coordinators under the terms of this Agreement are exclusive of Tax. The Company shall pay such additional amounts as may be necessary in order that, after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon or as a result of such payment by any Governmental Authority of any jurisdiction from which such payment is made, every payment to the Overall Coordinators shall not be less than the amount provided for herein. In the event that the Company must pay withholding tax to a relevant Governmental Authority, the Company shall forward to the Overall Coordinators for their records an official receipt issued by the Governmental Authority or other document evidencing such payment. All amounts charged by the Overall Coordinators (for themselves or on behalf of the Hong Kong Underwriters) will be invoiced together with Tax, where appropriate. For the avoidance of doubt, each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners the Joint Lead Managers, the CMI and the Hong Kong Underwriters shall be solely and severally responsible for discharging its own applicable profit taxes in respect of profit by a taxing jurisdiction wherein the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or such Hong Kong Underwriter is incorporated or resident for tax purposes as derived from the provision of its services to the Company in connection with the Global Offering, if any.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 Warranties: The Warrantors hereby jointly and severally represent, warrant and undertake to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters in the terms set out in Part A of Schedule 3 and the Controlling Shareholders hereby jointly and severally represent, warrant and undertake to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters the terms set out in Part B of Schedule 3. The Warrantors further jointly and severally acknowledge that each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

8.2 Warranties repeated: The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:

8.2.1 on the date of registration of the Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;

8.2.2 on the Prospectus Date and the date of the supplemental prospectus (if any);

- 8.2.3 on the Acceptance Date;
- 8.2.4 on the date of the International Underwriting Agreement;
- 8.2.5 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);
- 8.2.6 immediately prior to (i) the delivery by the Overall Coordinators and/or the other Hong Kong Underwriters of duly completed applications and (ii) payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.4 and/or Clause 4.8 (as the case may be);
- 8.2.7 the date of announcement of basis of allotment of the Hong Kong Offer Shares;
- 8.2.8 immediately before 8:00 a.m. on the Listing Date;
- 8.2.9 immediately prior to commencement of dealings in the Shares on the Stock Exchange;
- 8.2.10 the date(s) on which the Over-allotment Option (or any part thereof) is exercised
- 8.2.11 on each such time and date for issue or transfer (as the case may be) of, and payment for, the Over-allotment Option Shares; and
- 8.2.12 the date on which the stabilization period expires;

in each case with reference to the facts and circumstances then subsisting, provided, however, that all of the Warranties shall remain true, complete and accurate and not misleading as at each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents made or delivered under Clause 8.6 subsequent to the date of the registration of the Prospectus, or any approval by the Joint Sponsors and the Overall Coordinators, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in Clause 8.2 shall affect the on-going nature of the Warranties.

8.3 **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.

8.4 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to immediately notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties are untrue, incomplete, 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 specified in Clause 8.2 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, incomplete, inaccurate or misleading in any respect, or any significant new factor likely to affect the Global Offering which arises between the date of this

Agreement and the Listing Date and which comes to the attention of any one of the Warrantors (as the case may be).

8.5 **Undertakings:** Each of the Warrantors hereby undertakes to the Overall Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incomplete, incorrect or misleading in any respect at any time up to the last to occur of the dates specified in Clause 8.2 or which could materially and adversely affect the Global Offering, or at any time immediately prior to the commencement of dealings in the Shares on the Stock Exchange enter into any contract or commitment of an unusual or onerous nature, whether or not that contract or commitment, if entered into prior to the date hereof, would constitute a material contract or a material commitment for the purpose of the Prospectus. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

8.6 **Remedial action and announcements:** If at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given and repeated pursuant to Clause 8.2, any event shall have occurred or any matter or event or fact is discovered or comes to the attention of any of the Warrantors (i) as a result of which any of the Warranties, if repeated immediately after the occurrence or discovery of such matter or event or fact, would be untrue or inaccurate or misleading or breached in any respect or (ii) which would or might result in the Offering Documents or any of them containing an untrue or misleading statement of fact or opinion or omitting to state any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents or any of them (assuming that the relevant documents were to be issued immediately after occurrence of such matter or event) or (iii) which would or might result in any breach of the representations, warranties or undertakings given by any Warrantor or any circumstances giving rise to a claim under any of the indemnities contained in, or given pursuant to, this Agreement, or (iv) which is likely to adversely affect the Global Offering, any Warrantor or the Hong Kong Underwriters, the Warrantor shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and, without prejudice to any other rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the CMIs or the Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter or event or fact, such Warrantor shall, at its/his/her own expense, promptly take such remedial action as may be necessary or advisable to correct such statement or omission or effect such compliance with applicable Laws or requested by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) to remedy such matter or event or fact, including issuing or publishing, distributing or making publicly available any announcement, supplement or amendment in relation to the Offering Documents or any of them, and shall supply the Joint Sponsors and the Overall Coordinators or such persons as they may direct, with such number of copies of the aforesaid documents as they may require, provided, however, that any approval by the Joint Sponsors and the Overall Coordinators of any amendment or supplement to the Offering Documents,

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 or prejudice of any rights of the Hong Kong Underwriters under this Agreement or (ii) result in the loss of the Joint Sponsors', the Overall Coordinators', the Joint Global Coordinators', the Joint Bookrunners', the CMIs' or the Hong Kong Underwriters' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a breach of any of the Warranties or otherwise).

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, circular, document, supplement or amendment or do any such act or thing without the prior written consent of the Joint Sponsors except as required by applicable Laws, in which case the Company shall first consult the Joint Sponsors and the Overall Coordinators before such issue, publication or distribution or act or thing being done. The foregoing restriction contained in this clause shall continue to apply after the completion of the Global Offering.

- 8.7 **Knowledge:** A reference in this Clause 8 or in Schedule 3 to any Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry and that the Warrantor has used its best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate in all respects and not misleading or deceptive. Notwithstanding that any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Overall Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 8.8 **Obligations personal:** The obligations of the Warrantors under this Agreement shall be binding on their respective personal representatives or its successors in title.
- 8.9 **Release of obligations:** Any liability to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Global Coordinators, the Joint Bookrunners, the Joint Sponsors, the Joint Lead Managers and/or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters) against any other person under the same or a similar liability.
- 8.10 **Consideration:** Each of the Warrantors has entered into this Agreement, and agreed to give the representations, warranties and undertakings herein, in consideration of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms and conditions set out herein.

8.11 **Full force:** For the purpose of this Clause 8:

8.11.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement in accordance with its terms; and

8.11.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.6 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

9 **INDEMNITY**

9.1 **No claims against Indemnified Parties:** No claim (whether or not any such claim involves or results in any action, suit or proceeding) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to, the Indemnifying Parties to recover any loss, liability, damage, payment, cost (including legal costs), disbursement, charge, expense or Taxation which any of the Indemnifying Parties may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's or the Hong Kong Underwriters of their obligations hereunder or otherwise in connection with the Global Offering, the allotment or issue of the Offer Shares, the preparation or despatch of the Offering Documents or any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares (save and except for any such loss, liability, damage, payment, cost which is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been solely and directly caused by the fraud of such Indemnified Party).

9.2 **Indemnity:** Each of the Warrantors (collectively, "**Indemnifying Parties**" and individually, an "**Indemnifying Party**") jointly and severally undertakes, from time to time, to indemnify, hold harmless and keep each of the Indemnified Parties fully indemnified on demand and, on an after-Taxation basis, against (i) all actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party (including, without limitation, any investigation or inquiry by or before any Governmental Authority) (collectively, "**Proceedings**" and individually, a "**Proceeding**"), and (ii) all losses, liabilities, damages, payments, costs (including legal costs), disbursements, charges, expenses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, defence or settlement or compromise of any such Proceedings or the enforcement of any such settlement or compromise or any

judgment obtained in respect of any such Proceedings) and Taxation (collectively, “**Losses**” and individually, a “**Loss**”) which, jointly or severally, any Indemnified Party may suffer or incur or which may be made or threatened to be brought against any Indemnified Party (save and except for any Proceeding or Loss which is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been solely and directly caused by the fraud of such Indemnified Party) and which, directly or indirectly, arise out of or are in connection with:

- 9.2.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the CSRC Filings, all notices, announcements, advertisements, communications, roadshow materials or other documents relating to or in connection with the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them); or
- 9.2.2 any of the Offering Documents, or any notices, announcements, advertisements, communications or other documents relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them), containing any untrue, incorrect or inaccurate statement of a fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, all information material in the context of the Global Offering or otherwise required to be contained thereto or being defamatory of any person; or
- 9.2.3 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Offering Documents, the CSRC Filings or any notices, announcements, advertisements, communications or other documents relating to or in connection with the Global Offering, or any amendment or supplement thereto (in each case, whether or not approved by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them), being untrue, incomplete, inaccurate in any material respect or misleading, or based on an unreasonable assumption, or any omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading or the fact that the Offering Documents, the CSRC Filings do not or did not, contain all information material in the context of the Global Offering or otherwise required to be stated therein; or
- 9.2.4 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by Joint Sponsors and the Overall Coordinators or any of them), containing any untrue, incorrect or inaccurate statement of fact, or omitting a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, all information

material in the context of the Global Offering or otherwise required to be contained thereto or containing statements that misrepresents or disparages laws and policies, business environment and judicial situation of the PRC; or

- 9.2.5 any new interpretation of Laws or any new Law or any change or development involving a change in the interpretation of Laws that affects, or is likely to affect, the existing operations of the Group; or
- 9.2.6 the execution, delivery and performance by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the International Underwriting Agreement or the Offering Documents or in connection with the Global Offering; or
- 9.2.7 the execution, delivery or performance of this Agreement by the Warrantors and/or the offer, allotment, issue, sale or delivery of the Offer Shares by the Company; or
- 9.2.8 any breach on the part of any of the Warrantors or any actual action or omission of any Group Company resulting in a breach of any of the provisions of the Articles of Association, this Agreement or the International Underwriting Agreement; or
- 9.2.9 any of the Warranties being untrue, incomplete, inaccurate or misleading in any respect or having been breached in any respect or
- 9.2.10 any breach of the Laws of any country or territory resulting from the distribution of any of the Offering Documents, the CSRC Filings, or any announcements, documents, materials, communications or information whatsoever made, given, released or issued arising out of, in relation to or in connection with the Group or the Global Offering (whether or not approved by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters) and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents and this Agreement and the International Underwriting Agreement; or
- 9.2.11 any act or omission of any Group Company or the Controlling Shareholders in relation to the Global Offering; or
- 9.2.12 the Global Offering or any of the Offering Documents and the CSRC Filings failing to comply with the requirements of the Listing Rules, the CSRC Rules or any Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals in connection with the Global Offering; or
- 9.2.13 a valid demand by any creditor of the Company for repayment or payment of any indebtedness of the Company or in respect of which the Company is liable prior to its stated maturity with or without breach on the part of the Company; or

- 9.2.14 any failure by the Company, the Controlling Shareholders, any Director or any of the directors of the members of the Group Company to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Filings or applicable Laws (including the failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the Global Offering); or
- 9.2.15 the breach by the Company, any Group Company or the Controlling Shareholders of the applicable Laws in any material respect; or
- 9.2.16 any litigation, action, proceeding, investigation, governmental or regulatory investigation or proceeding, any investigation or proceeding by or before any agency or body, commercial or otherwise having commenced or been threatened against or being instigated against the Company, any Group Company, any of the Directors or any of the Controlling Shareholders which is or will be or is likely to be adverse to, or affect, the business or financial or trading position or prospects of the Group taken as a whole, or settlement of any such investigation or Proceeding; or
- 9.2.17 the operation of the **HK eIPO White Form** service and the performance of all services in connection herewith;
- 9.2.18 any breach by the Company or the Controlling Shareholders of the terms and conditions of the Global Offering; or
- 9.2.19 any other matter arising in connection with the Global Offering.

The non-application of the indemnity provided for in Clause 9 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 9.3 **Notice of claims:** If any of the Indemnifying Parties becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 9.2, it shall promptly give notice thereof to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing with reasonable details thereof.
- 9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, notify the Indemnifying Parties of the institution of such Proceeding, provided, however, that the omission to so notify any of the Indemnifying Parties shall not relieve any of them from any liability which it may have to any Indemnified Party under this Clause 9 or otherwise. The Indemnifying Parties may participate at its expense in the defence of such Proceedings including appointing counsel at its expense to act for it in such Proceedings; provided, however, except with the consent of the Overall Coordinators (on behalf of any Indemnified Parties) (such consent shall not be unreasonably withheld or delayed), that counsel to the Indemnifying Party shall not also be counsel to the Indemnified Parties. Unless the Overall Coordinators (on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Overall Coordinators (on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in

addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred.

9.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent to the entry of judgment includes and must include an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from the Indemnifying Party with respect to such settlement or compromise or consent to judgment. The Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of the Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Indemnifying Parties shall be in addition to any liability which the Indemnifying Parties may otherwise have.

9.6 **Arrangements with advisers:** If an Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:

9.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;

9.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

9.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.

- 9.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.
- 9.8 **Payment free from counterclaims/set-offs:** All payments made by an Indemnifying Party under this Clause 9 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Laws. If an Indemnifying Party makes a deduction or withholding under this Clause 9, the sum due from such Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 9.9 **Payment on demand:** All amounts subject to indemnity under this Clause 9 shall be paid by the Indemnifying Party as and when they are incurred within ten (10) Business Days of a written notice demanding payment being given to the relevant Indemnifying Party by or on behalf of an Indemnified Party.
- 9.10 **Taxation:** If a payment under this Clause 9 will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.
- 9.11 **Full force:** The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.

10 FURTHER UNDERTAKINGS

- 10.1 **Compliance by the Company and/or the Controlling Shareholders:** The Company undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall, and each of the Controlling Shareholders undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall take steps within its power and control to procure the Company to, comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the Listing Rules and the CSRC Rules and all requirements of the Stock Exchange, the CSRC or the SFC or any other Governmental Authority and all applicable Laws in respect of or by reason of the matters contemplated

by this Agreement and otherwise in connection with the Global Offering, including but without limitation to:

- 10.1.1 complying in all respects with the terms and conditions of the Global Offering and, in particular, its obligation to allot and issue the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering and, if any of the Hong Kong Offer Shares falls to be taken up pursuant to Clause 4.4, to the applicants under Clauses 4.7 and 4.8, respectively, on terms that the Hong Kong Offer Shares, when issued, will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions to be declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;
- 10.1.2 as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than January 7, 2025 (the date specified in the Prospectus for the despatch of share certificates), causing definitive share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applicants or, as the case may be, procuring that the share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such CCASS participant(s) as may be specified for such purpose by or on behalf of the relevant applicant, and procuring that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee);
- 10.1.3 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not subsequently cancelled or revoked;
- 10.1.4 obtaining all necessary Approvals from and making all necessary filings (including the CSRC Filings) with the Registrar of Companies in Hong Kong, the Stock Exchange, the CSRC, the SFC and other relevant authorities ;
- 10.1.5 making available for inspection at the office of the Company's HK & US Counsel and on the websites of the Stock Exchange (www.hkexnew.hk) and of the Company (66nao.cn) (as the case may be) the documents referred to in the paragraph headed "Documents Delivered to the Registrar of Companies and Available on Display" in Appendix V to the Prospectus for the period stated therein;
- 10.1.6 using its best endeavors to procure that the Hong Kong Share Registrar, the **HK eIPO White Form** Service Provider, the Nominee and the Receiving Bank shall comply in all respects with the terms of their respective appointments under the terms of the Share Registrar Agreement and the Receiving Bank Agreement, that they shall do all such acts and things as may be required to be done by them in connection with the Global Offering, and that none of the terms of the appointments of the Hong Kong Share Registrar,

the **HK eIPO White Form** Service Provider, the Nominee and the Receiving Bank shall be amended without the prior written consent of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);

- 10.1.7 using its best endeavors to procure that no connected person (as defined in the Listing Rules), existing shareholder or their respective close associates (as defined in the Listing Rules) will itself (or through a company controlled by it), apply for Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules or having obtained waiver or consent from the Stock Exchange to that effect, 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 either in its own name or through a nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- 10.1.8 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue, publish, distribute or otherwise make available directly or indirectly to the public any statement, announcement, press release, material, information or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- 10.1.9 furnishing to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), copies of the amendment or supplement to the Prospectus, if any, signed by an authorized officer of the Company and additional copies of the Prospectus in such quantities as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), may from time to time reasonably request;
- 10.1.10 using its best endeavors to procure that none of the Company, any other Group Company, the Controlling Shareholders and/or any of their respective directors, officers, employees, Affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any other Group Company that is not, or is not reasonably expected to be, included in each of the Prospectus, the Preliminary Offering Circular and the Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40th) day immediately following the date of the International Underwriting Agreement;
- 10.1.11 from the date hereof until 5:00 p.m. on the date which is the thirtieth (30th) Business Day after the Prospectus Date, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital or (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, sub-division or otherwise) unless the prior written consent of the Joint Sponsors have been obtained;

- 10.1.12 using its best endeavors to procure 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 Joint Sponsors and the Overall Coordinators (which shall not be unreasonably withheld or delayed and shall be presumed to have been given if no objection is raised in writing within 14 days of receipt of the written notice from the Company), and the Company shall provide reasonable prior notice and the details of such change to the Joint Sponsors and the Overall Coordinators;
- 10.1.13 obtaining and maintaining all necessary Approvals (if any) required in the PRC by the Company to acquire its required foreign currency;
- 10.1.14 complying with the Stock Exchange’s rules, guidance or other regulatory requirements to publish and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and announce by way of press announcement any such information required by the Stock Exchange to be published and disseminated to the public, provided that, at any time after the date of this Agreement and up to the Listing Date, no such press announcement shall be issued by the Company without having been submitted to the Joint Sponsors and the Overall Coordinators for their review and confirmation not less than three (3) Business Days prior to such issuance or such shorter period of time as is necessary for the Company to avoid violation of any Law or regulation applicable to it and any press announcement to be issued by the Company after the Listing Date shall comply with the Stock Exchange’s rules, guidance or other regulatory requirements;
- 10.1.15 notifying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the International Underwriters) immediately if it becomes aware that any person who has applied for or indicated an interest for Offer Shares (or their respective beneficial owners) (a) is not a third party independent of the Company; (b) falls within (i) any of the placee categories (other than “Not Applicable” or, unless requested, “Non-SFC authorised fund”) as set out in the Stock Exchange’s placee list template or required to be disclosed by FINI interface in relation to placees or under the Listing Rules or (ii) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement; or (c) is financed directly or indirectly by, or accustomed to taking instructions from, the Company, any of the Directors, chief executive, Controlling Shareholders, substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries or a close associate of any of them (as such terms are defined in the Listing Rules); and
- 10.1.16 cooperating with and fully assisting, and using its reasonable endeavors to procure the members of the Group, the Controlling Shareholders, the substantial shareholders (as defined in the Listing Rules) of the Company, and/or any of their respective directors, officers, employees and other relevant

parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters, to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws from time to time in force including but not limited to the provision of materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the applicable provisions under the Code of Conduct, Listing Rules and the CSRC Rules.

- 10.2 **Information:** The Company further undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it shall, and the Controlling Shareholders undertake they will take steps within their power and control to procure that the Company will, provide to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters all such information as is known to it or which on due and careful enquiry ought to be known to it and whether relating to the Group or the Company, or the Controlling Shareholders or otherwise as may be required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws, of the CSRC or of the Stock Exchange or of the SFC or of any other relevant Governmental Authority. The Company hereby undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) to provide any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and the Overall Coordinators may require.
- 10.3 **Hong Kong Share Registrar and HK eIPO White Form Service Provider:** Each of the Company and the Controlling Shareholders undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall procure that the Hong Kong Share Registrar and the **HK eIPO White Form Service Provider** shall do all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein.
- 10.4 **Receiving Bank and Nominee:** Each of the Company and the Controlling Shareholders undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall procure that the Receiving Bank and the Nominee shall do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated herein.
- 10.5 **Restrictive covenants:** The Company undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that the Company will and procure that no other Group Company will, and each of the

Controlling Shareholders undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall take steps within its power and control to procure that the Company will:

- 10.5.1 not at any time after the date of this Agreement up to and including the date on which all of the Conditions are fulfilled or waived in accordance with this Agreement, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time prior to or on the Listing Date;
- 10.5.2 not at any time after the date of this Agreement up to and including the date on which the stabilization period expires enter into any commitment or arrangement which could reasonably be expected to have a material adverse effect or any development involving a prospective material adverse effect, on the assets, liabilities, general affairs, business, management, performance, prospects, shareholders' equity, position or condition (financial or otherwise), results of operations, or prospects of the Group, taken as a whole; or adversely affect the Global Offering;
- 10.5.3 not at any time after the date of this Agreement up to and including the date falling six months after the Listing Date take any steps which would be materially inconsistent with any expression of policy, expectation or intention in the Prospectus;
- 10.5.4 not amend any of the terms of the appointments of the Hong Kong Share Registrar, the Nominee, the Receiving Bank and the **HK eIPO White Form** Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators;
- 10.5.5 not, at any time after the date of this Agreement up to and including the thirtieth (30th) day after the last day for lodging of applications under the Hong Kong Public Offering, amend or agree to amend any constitutional document of the Company or any other Group Company, including, without limitation, the Articles of Association and/or the bye-laws, or enter into or allow any Group Company to enter into any commitment or arrangement which would reasonably be expected to adversely affect the Global Offering; and
- 10.5.6 without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents and the CSRC Filings.

- 10.6 **Maintain listing and regulatory and other compliance:** The Company hereby undertakes to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it will, and each of the Controlling Shareholders undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint

Bookrunners, the Joint Lead Managers, the CMIIs and the Hong Kong Underwriters that it shall take steps within its power and control to procure that the Company will:

- 10.6.1 maintain a listing for and will refrain from taking any action that could jeopardize the listing status of, the Shares on the Main Board, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least two years after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 10.6.2 prior to the Listing Date, deliver to the Stock Exchange, as soon as practicable, the declaration to be signed by a director and the secretary of the Company in the form set out in Form F as published in the “Regulatory Forms” section of the Exchange’s website from time to time;
- 10.6.3 procure that the audited accounts of the Company for its financial year ending December 31, 2024 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountant set out in Appendix I to the Prospectus;
- 10.6.4 comply with the Stock Exchange’s rules and guidance, the CSRC Rules or other requirements to publish and disseminate to the public, under certain circumstances, information affecting the information contained in the profit forecast submitted to the Stock Exchange and announce by way of publishing an announcement on its own website and on the Stock Exchange’s website any information required by the Stock Exchange to be published and disseminated to the public, provided that the Company shall give the Joint Sponsors and the Overall Coordinators not less than three (3) Business Days’ notice and give the Joint Sponsors and the Overall Coordinators reasonable opportunity to review and comment on such announcement prior to such issuance;
- 10.6.5 subject to any stabilization actions which may be undertaken by the Stabilizing Manager, not take, and the Controlling Shareholders not to take, directly or indirectly, any action which is designed to stabilise or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any securities of the Company, or facilitate the sale or resale of the Shares, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), provided that the granting of the Over-allotment Option (if any) by the Company hereunder shall not constitute any breach of this Clause 10.6.5;
- 10.6.6 comply with Rule 13.49(1) of the Listing Rules in respect of the publication of annual results and, solely with respect to the first annual results to be published following the Listing Date, to provide, upon written request, the draft announcement to the Joint Sponsors and the Overall Coordinators for

information not more than seven (7) Business Days prior to the publication, provided that at the relevant time the Joint Sponsors and the Overall Coordinators will observe the confidentiality obligations no less stringent than Clause 14 in this Agreement;

- 10.6.7 at all times adopt and uphold a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in the Listing Rules and use its best endeavours to procure that the Directors uphold, comply and act in accordance with the provisions of the same;
- 10.6.8 maintain the appointment of a compliance adviser as required by the Listing Rules;
- 10.6.9 not, at any time after the date of this Agreement up to and including the date on which all of the Conditions are fulfilled (or waived) in accordance with this Agreement, to amend or agree to amend the Articles of Association save as requested by the Stock Exchange or other regulatory authorities which are entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules;
- 10.6.10 comply with all the undertakings and commitments made by it or the Directors in the Prospectus and submissions to the Stock Exchange and/or the SFC in connection with the Global Offering; and
- 10.6.11 comply with the provisions of Chapter 13 of the Listing Rules and the provisions of the Codes on Takeovers and Mergers and Share Buy-backs to the extent applicable.

10.7 **Internal control:** The Company hereby undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it will, and each of the Controlling Shareholders undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it shall take steps within its power and control to procure that the Company will, ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant and any recommended measures proposed by the Internal Control Consultant have been or are being rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.

10.8 **Significant changes:** If, at any time up to or on the date falling 90 days after the Listing Date:

- 10.8.1 there is a significant change which affects or is capable of affecting any information contained in the Offering Documents; or
- 10.8.2 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,

then the Company shall, and the Controlling Shareholders shall take steps within their power and control to procure that the Company shall:

- (a) promptly provide full particulars thereof to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters;
- (b) if so required by the Joint Sponsors or the Overall Coordinators, inform the Stock Exchange of such change or matter;
- (c) if so required by the Stock Exchange, the Joint Sponsors and the Overall Coordinators, promptly amend and/or prepare and deliver (through the Joint Sponsors) to the Stock Exchange for approval, documentation containing details thereof in a form agreed by the Joint Sponsors and the Overall Coordinators and publish such documentation in such manner as the Stock Exchange may require, or the Joint Sponsors and the Overall Coordinators may require; and
- (d) make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares,

in each case, at the Company's own expense.

Each of the Company and the Controlling Shareholders hereby undertakes not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter aforesaid without the prior written consent of the Joint Sponsors and the Overall Coordinators, (for themselves and on behalf of the Hong Kong Underwriters).

For the purposes of this Clause, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

10.9 **Offer of the Shares:** The Company and each of the Controlling Shareholders hereby undertake to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and each of them:

- 10.9.1 to comply with the restrictions under Clause 12;
- 10.9.2 not to, and not to permit any affiliate (as defined in Rule 501(b) of Regulation D under the Securities Act) of the Company to, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) which could be integrated with the sale of the Offer Shares in a manner which would require the registration of the Offer Shares under the Securities Act;

10.9.3 not to solicit any offer to buy or offer or sell the Offer Shares by means of any form of general solicitation or general advertising (as such terms are used in Regulation D under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act; and

10.9.4 not to, and not to permit its Affiliates (as defined under Rule 501(b) of Regulation D under the Securities Act) or any person acting on its or their behalf (other than the International Underwriters) to, engage in any directed selling efforts (as that term is defined in Regulation S) with respect to Offer Shares,

10.10 **Compliance by the Company:** The Company hereby undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it shall, and each of the Controlling Shareholders shall procure that the Company shall, comply with all applicable Laws, including, for the avoidance of doubt, the rules and regulations issued from time to time by the Stock Exchange, the CSRC and any other Governmental Authority.

10.11 **General:** Without prejudice to the foregoing obligations, the Company hereby undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it shall, and each of the Controlling Shareholders undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it shall take steps within its power and control to procure the Company to, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

Unless otherwise specified under this Clause 10, the undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11 TERMINATION

11.1 **Termination by the Overall Coordinators:** The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under this Agreement are subject to termination. The Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters), in their sole and absolute discretion and upon giving notice orally or in writing to the Company, terminate this Agreement with immediate effect, if at any time prior to 8:00 a.m. on the day that trading in the Shares commences on the Stock Exchange:

11.1.1 there develops, occurs, exists or comes into force:

- (a) any new Law or regulation or any change or development involving a prospective change in existing Law or regulation, 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 Cayman Islands, Singapore, Japan, Russia, the United States, the United

Kingdom, the European Union (or any member thereof) or any other jurisdiction relevant to any member of the Group (each a “**Relevant Jurisdiction**”); or

- (b) any change or development involving a prospective change or development, or any event or circumstances or series of events likely to result in or representing a change or development, or prospective change or development, in local, national, regional or international financial, political, military, industrial, economic, currency market, legal, fiscal, regulatory, credit or market matters or conditions, equity securities, exchange control or any monetary or trading settlement system (including, without limitation, conditions in stock and bond markets, money and foreign exchange markets and inter-bank markets, a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States or a change of the Hong Kong dollars or of the Renminbi against any foreign currencies) in or affecting any Relevant Jurisdiction; or
- (c) any event or series of events, whether in continuation, or circumstances in the nature of force majeure (including, without limitation, acts of government, labor disputes, strikes, lock-outs, fire, explosion, earthquake, flooding, tsunami, volcanic eruption, civil commotion, riots, rebellion, public disorder, acts of war (whether declared or undeclared), acts of terrorism (whether or not responsibility has been claimed), acts of God, accident or interruption or delay in transportation, destruction of power plant, outbreak, escalation, mutation or aggravation of diseases, epidemics or pandemics including, but not limited to, COVID-19, SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, Ebola virus, Middle East respiratory syndrome (MERS) and such related/mutated forms, economic or comprehensive sanction, any local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared) or other state of emergency or calamity or crisis in whatever form, political change, paralysis of government operations, other industrial action in or directly or indirectly affecting any Relevant Jurisdiction; or
- (d) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities of generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Tokyo Stock Exchange, the Singapore Exchange Limited, the Shanghai Stock Exchange or the Shenzhen Stock Exchange; or
- (e) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Governmental Authority), New York (imposed at the U.S. Federal or New York State level or other competent Governmental Authority), Russia, London, Singapore, the PRC, the European Union (or any member thereof), Japan or any Relevant Jurisdiction or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in or affecting any Relevant Jurisdiction; or
- (f) the imposition of economic or comprehensive sanctions under any sanctions Laws or regulations in, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by, or for,

the United States, the United Kingdom, the European Union (or any member thereof), the PRC or any other Relevant Jurisdiction on the Company or any Group Company); or

- (g) any change or development involving a prospective change or amendment in or affecting Taxation or exchange controls, currency exchange rates or foreign investment regulations (including, without limitation, a change of the United States dollars, the Hong Kong dollars or RMB against any foreign currencies, a change in the system under which the value of the Hong Kong dollars 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 in any Relevant Jurisdiction or adversely affecting an investment in the Offer Shares; or
- (h) the issue or requirement to issue by the Company of a supplemental or amendment to the Prospectus, the Preliminary Offering Circular or the Offering Circular or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange or the SFC; or
- (i) any change or development involving a prospective change which has the effect of materialization of any of the risks set out in the section headed “Risk Factors” in the Prospectus; or
- (j) any litigation, dispute, arbitration, legal action, proceeding or claim or regulatory investigation or action being threatened, instigated or announced against the Company, any Group Company, any Director or any of the Controlling Shareholders; or
- (k) any contravention of the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the PRC Company Law or the Listing Rules or any other applicable Laws by the Company, any Group Company, any Director or any of the Controlling Shareholders; or
- (l) any Director vacating his/her office; or
- (m) any adverse change or prospective adverse change in the earnings, results of operations, business, business prospects, financial or trading position, conditions (financial or otherwise) or prospects of any Group Company (including any litigation or claim of any third party being threatened or instigated against any Group Company); or
- (n) any demand by creditors for repayment of indebtedness or a 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

- (o) any order or petition for the winding up or liquidation of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group; or

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters): (A) is or will be or may be materially adverse to, or materially and prejudicially affects, the assets, liabilities, business, general affairs, management, shareholder's equity, profit, losses, earnings, results of operations, performance, financial position or condition (financial, operational or otherwise), or prospects of the 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 or 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 or accepted or subscribed for or purchased or the distribution of Offer Shares and/or has made or is likely to make or may make it impracticable or inadvisable or incapable for any material part of this Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged; or (C) makes or will make it or may make it inexpedient, impracticable or inadvisable or incapable to proceed with the Hong Kong Public Offering and/or the Global 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 Offering Circular; or (D) has had or will have or may have the effect of making a part of this Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents or delays the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

- (a) that any statement contained in the Offering Documents and/or any notices, announcements, advertisements, communications or other documents (including any announcement, circular, document or other communication pursuant to this Agreement) issued or used by or on behalf of the Company in connection with the Global Offering (including any supplement or amendment thereto) (collectively, the “**Offer Related Documents**”) was or has become untrue, incomplete, incorrect, inaccurate in any respect or misleading or deceptive or any forecasts, estimate, expressions of opinion, intention or expectation contained in any of such documents are not fair and honest and made on reasonable grounds or, where appropriate, based on reasonable assumptions; or
- (b) the issue or requirement to issue by the Company of any supplement or amendment to the Prospectus, the Preliminary Offering Circular or the Offering Circular or any other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or any requirement or request of the Stock Exchange and/or the SFC; or

- (c) any material non-compliance of the Prospectus (or any other documents used in connection with the contemplated subscription and sale of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules or any other applicable Law; or
- (d) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, not having been disclosed in the Prospectus, constitutes an omission from, or misstatement in, any of the Offer Related Documents; or
- (e) either (i) 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 and/or Controlling Shareholders; or (ii) any of the representations, warranties and undertakings given by the Company and/or the Controlling Shareholders in this Agreement or the International Underwriting Agreement, as applicable, is (or would when repeated be) untrue, incorrect, incomplete or misleading; or
- (f) any event, act or omission which gives or is likely to give rise to any liability of the Company and/or the Controlling Shareholders pursuant to the indemnities given by the Company and/or the Controlling Shareholders under this Agreement or the International Underwriting Agreement; or
- (g) any litigation or dispute, which would materially and adversely affect the operation, financial condition or reputation of the Group; or
- (h) any breach of any of the obligations of the Company and/or the Controlling Shareholders under this Agreement or the International Underwriting Agreement (including any supplement or amendment thereto); or
- (i) any breach of, or any event or circumstance rendering any of the Warranties untrue or incorrect or incomplete or misleading in any respect; or
- (j) a significant portion of the orders placed or confirmed in the book-building process at the time of the International Underwriting Agreement is entered into, or the investment commitments by any cornerstone investors after signing of agreements with such cornerstone investors, have been withdrawn, terminated or cancelled; or
- (k) any cornerstone investor is unlikely to fulfil its obligation under the respective agreement; or
- (l) any expert, whose consent is required for the issue of the Prospectus with the inclusion of its reports, letters or opinions and references to its name included in the form and context in which it respectively appears, has withdrawn its respective consent (other than the Joint Sponsors) prior to the issue of the Prospectus; or
- (m) any material adverse change or prospective material adverse change or development involving a prospective material adverse change in the assets, liabilities, business, general affairs, management, shareholder's equity, profits,

losses, properties, earnings, solvency, liquidity position, funding, results of operations, performance, position or condition (financial, operational or otherwise) or prospects of the Company and its subsidiaries, as a whole; or

- (n) Admission is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the Admission is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (o) 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
- (p) a prohibition on the Company for whatever reason from offering, allotting, issuing or selling the Offer Shares (including the Over-allotment Option Shares) pursuant to the terms of the Global Offering; or
- (q) any of the chairman, chief executive officer, or Director of the Company vacating his/her office; or
- (r) any Director or member of senior management of the Company is being charged with an indictable offence or is prohibited by operation of law or otherwise disqualified from taking part in the management of a company or there is the commencement by any governmental, political or regulatory body of any investigation or other action against any Director or member of senior management of the Company in his or her capacity as such or any member of the Group or an announcement by any governmental, political or regulatory body that it intends to commence any such investigation or take any such action; or
- (s) any order or petition for the winding-up of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group.

11.2 Effect of termination: Upon the termination of this Agreement pursuant to the provisions of Clause 11.1 or Clause 2.4:

- 11.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of this Clause 11.2 and Clauses 7.3, 7.4, 7.5, 7.6, 9, 13 to 19 and any rights or obligations which may have accrued under this Agreement prior to such termination;
- 11.2.2 with respect to the Hong Kong Public Offering, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.4 and/or by the Overall Coordinators pursuant to Clause 4.8 and/or by successful applicants under valid applications under the Hong Kong Public Offering shall be refunded forthwith (in the latter case, the Company shall procure that the Hong Kong Share Registrar and the Nominee dispatch refund cheques to all applicants under the

Hong Kong Public Offering in accordance with the Share Registrar Agreement and the Receiving Bank Agreement); and

11.2.3 notwithstanding anything to the contrary under this Agreement, if this Agreement is terminated in accordance with this Clause 11, the Company shall forthwith pay to the Overall Coordinators the fees, costs, charges and expenses set out in Clauses 7.3, 7.4 and 7.5 and the Overall Coordinators 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.

12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the Overall Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters that except pursuant to the Global Offering (including pursuant to the Over-allotment Option), at any time during the period commencing on the date of this Agreement and ending, and including, the date falling six months after the Listing Date (the “**First Six-Month Period**”), it will not, and will procure each other member of the Group not to, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

12.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in the share capital or any other securities of the Company or any shares or other securities of such other member of the Group, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represents the right to receive, or any warrants or other rights to purchase any share capital or other securities of the Company or such other member of the Group, as applicable), or deposit any share capital or other securities of the Company or such other member of the Group, as applicable, with a depositary in connection with the issue of depositary receipts; or

12.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of the Shares or any other securities of the Company or any shares or other securities of such other member of the Group, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any shares of such other member of the Group, as applicable); or

12.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 12.1.1 or 12.1.2 above; or

12.1.4 offer to or agree to do any of the foregoing or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of share capital or such other securities, in cash or otherwise (whether or not the issue of such share capital or other securities will be completed within the First Six-Month Period). The Company further agrees that, in the event the Company is allowed to enter into any of the transactions described in Clause 12.1.1, 12.1.2 or 12.1.3 above or offers to or agrees to or announces any intention to effect any such transaction during the period of six months commencing on the date on which the First Six Month Period expires (the “**Second Six-Month Period**”), it will take all reasonable steps to ensure that such an issue or disposal will not, and no other act of the Company will, create a disorderly or false market for any Shares or other securities of the Company. Each of the Controlling Shareholders undertakes to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters to procure the Company and each other member of the Group to comply with the undertakings in this Clause 12.1.

12.2 **Maintenance of public float:** The Company agrees and undertakes to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it will, and each of the Controlling Shareholders undertakes to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that it will take steps within its power and control to procure that the Company will, comply with the minimum public float requirements specified in the Listing Rules or any waiver granted and not revoked by the Stock Exchange (the “**Minimum Public Float Requirement**”), and it will not effect any purchase of the Shares, or agree to do so, which may reduce the holdings of the Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

12.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholders hereby jointly and severally undertakes to each of the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that, except pursuant to the Global Offering (including pursuant to the Over-allotment Option and the Stock Borrowing Agreement, at any time after the date of this Agreement up to and including the date falling twelve months after the Listing Date (the “**Lock-up Period**”), it will not, and will procure that none of its Associates will, without the prior written consent of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

12.3.1 offer, accept subscription for, pledge, charge, allot, issue, sell, lend, mortgage, hypothecate, assign, contract to allot, issue or sell, sell any option, warrant or contract to purchase, purchase any option, warrant or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of, either directly or indirectly, conditionally or unconditionally, or repurchase any of its share capital or other securities of the

Company or any interest therein (including but not limited to any securities convertible into or exercisable or exchangeable for or that represent the right to receive any such share capital or securities or any interest therein); or

12.3.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of such share capital or securities or any interest therein, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares); or

12.3.3 enter into any transaction with the same economic effect as any transaction specified in Clause 12.3.1 or 12.3.2 above; or

12.3.4 offer to or agree to do any of the foregoing or announce any intention to do so,

in each case, whether any or the foregoing transactions is to be settled by delivery of share capital or such other securities, in cash or otherwise (whether or not the issue of share capital or such other securities will be completed within the Lock-up Period).

12.4 **Full force:** The undertakings in this Clause 12 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed.

13 ANNOUNCEMENTS

13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be made or despatched by the Company and/or the Controlling Shareholders (or by any of their respective directors, officers, employees, consultants, advisers or agents) during the period of twelve (12) months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) except in the event and to the extent that any such announcement is required by applicable Laws or required by any Governmental Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange and the SFC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after consultation with the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and after the Joint Sponsors and the Overall Coordinators have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the issuers thereof.

13.2 **Information to the Joint Sponsors and the Overall Coordinators:** The Company undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will, and the Controlling Shareholders undertake to procure that the Company will, inform the Joint Sponsors and the Overall Coordinators 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, and that any announcements to be made by or on behalf of the Company, or any other

member of the Group shall be in compliance with the Stock Exchange's rules, guidance or other regulatory requirements.

- 13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering or the termination of this Agreement. The Company and the Controlling Shareholders shall procure compliance by the Group and its Affiliates with the provisions of this Clause 13.

14 CONFIDENTIALITY

- 14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that their respective Affiliates, directors, officers, partners, employees, consultants, advisers or agents will, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.

- 14.2 **Exceptions:** Any party hereto may disclose, or permit its Affiliates, its and their respective directors, officers, partners, employees, assignees, advisers, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:

14.2.1 required by applicable Laws;

14.2.2 required, requested or otherwise compelled by any Governmental Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange and the SFC, whether or not the requirement for disclosure of information has the force of law;

14.2.3 required to vest the full benefit of this Agreement in such party;

14.2.4 disclosed to the professional advisers, auditors and internal auditors of such party;

14.2.5 the information has come into the public domain through no fault of such party;

14.2.6 required or requested by any of the Joint Sponsors, Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, the CMIs or Hong Kong Underwriters or any of their respective Affiliates for the purpose of the Global Offering;

14.2.7 required by any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, Joint Bookrunners, the CMIs or Hong Kong Underwriters or any of their respective Affiliates to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its own regulatory obligations; or

14.2.8 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)), such approval not to be unreasonably withheld;

provided that, in the case of Clauses 14.2.3 and 14.2.8, any such information disclosed shall be disclosed only after consultation with the other parties.

- 14.3 **Full force:** The restrictions contained in this Clause 14 shall continue to apply notwithstanding the termination of this Agreement or the completion of the Global Offering.

15 TIME OF THE ESSENCE

Save as otherwise expressly provided herein including without limitation the right of the Joint Sponsors and the Overall Coordinators hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.

16 INVALIDITY

If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

17 NOTICES

- 17.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.

- 17.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 17.3 and if so addressed, shall be deemed to have been duly given or made as follows:

17.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

17.2.2 if sent by post, two Business Days after the date of posting;

17.2.3 if sent by airmail, five Business Days after the date of posting;

17.2.4 if sent by email, immediately after the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered; or

17.2.5 if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

- 17.3 **Details of contact:** The relevant address and facsimile number of each of the parties hereto for the purpose of this Agreement, subject to Clause 17.4, are as follows:

If to the **Company:**

Address: Room 1301, 13/F, Building 3, Shaoxing

	Shuimuwan District Science Park No. 2 Pingjiang Road Yuecheng District, Shaoxing City Zhejiang Province PRC N/A
Fax:	
Email:	zhangmaowen@66nao.com
Attention:	张茂闻
If to Mr. Tan:	
Address:	Room 1301, 13/F, Building 3, Shaoxing Shuimuwan District Science Park No. 2 Pingjiang Road Yuecheng District, Shaoxing City Zhejiang Province PRC N/A
Fax:	
Email:	tanzheng@66nao.com
Attention:	谭铮
If to Dr. Wang:	
Address:	Room 1301, 13/F, Building 3, Shaoxing Shuimuwan District Science Park No. 2 Pingjiang Road Yuecheng District, Shaoxing City Zhejiang Province PRC N/A
Fax:	
Email:	wangxiaoyi@66nao.com
Attention:	王晓怡
If to ZTAN LIMITED:	
Address:	Room 1301, 13/F, Building 3, Shaoxing Shuimuwan District Science Park No. 2 Pingjiang Road Yuecheng District, Shaoxing City Zhejiang Province PRC N/A
Fax:	
Email:	tanzheng@66nao.com
Attention:	谭铮
If to WISPIRITS LIMITED:	
Address:	Room 1301, 13/F, Building 3, Shaoxing Shuimuwan District Science Park No. 2 Pingjiang Road Yuecheng District, Shaoxing City Zhejiang Province PRC N/A
Fax:	

Email: wangxiaoyi@66nao.com
Attention: 王晓怡

If to **WISEFORWARD LIMITED:**

Address: Room 1301, 13/F, Building 3, Shaoxing
Shuimuwan District Science Park
No. 2 Pingjiang Road
Yuecheng District, Shaoxing City
Zhejiang Province
PRC

Fax: N/A
Email: wangxiaoyi@66nao.com
Attention: 王晓怡

If to **NEUROBRIGHT LIMITED:**

Address: Room 1301, 13/F, Building 3, Shaoxing
Shuimuwan District Science Park
No. 2 Pingjiang Road
Yuecheng District, Shaoxing City
Zhejiang Province
PRC

Fax: N/A
Email: wangxiaoyi@66nao.com
Attention: 王晓怡

If to **CICC:**

Address: 29/F, One International Finance Centre, 1
Harbour View Street, Central, Hong
Kong
Fax: +86 10 6505 1156
Email: GI_dawn2023@cicc.com.cn
Attention: GI_Dawn

If to **SPDBI:**

Address: 33/F, SPD Bank Tower, One Hennessy, 1
Hennessy Road, Hong Kong
Fax: 2750-1798
Email: ecm@spdbi.com
Attention: ECM Department

If to any of the other Hong Kong Underwriters, at their respective addresses and fax numbers, and for the attention of the person set opposite its name in Schedule 2, respectively.

- 17.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address, email address or facsimile number for the purposes of Clause 17.3, provided that such notification shall only be effective on:

- 17.4.1 the date specified in the notification as the date on which the change is to take place; or
- 17.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

18 GOVERNING LAW, DISPUTE RESOLUTION AND IMMUNITY

- 18.1 **Governing law:** This Agreement, including this dispute resolution Clause, shall be governed by and construed in accordance with the Laws of Hong Kong.
- 18.2 **Arbitration:** Any dispute, controversy or claim arising out of or relating to this Agreement including any question regarding its existence, validity, interpretation, performance, breach or termination, or any dispute regarding pre-contractual or non-contractual rights or obligations arising out of or relating to it (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Adminstrated Arbitration Rules in force when the Notice of Arbitration is submitted accordingly (the “**Rules**”), which Rules are deemed to be incorporated by reference into this Clause and as may be amended by the rest of this Clause.
- 18.2.1 The seat of arbitration shall be Hong Kong. This arbitration agreement shall be governed by the Laws of Hong Kong.
- 18.2.2 The arbitral tribunal (“**Tribunal**”) shall be composed of three arbitrators to be appointed in accordance with the Rules.
- 18.2.3 When any Dispute is under arbitration, those provisions of this Agreement not in dispute shall remain effective. The parties shall continue to fulfil their respective obligations under this Agreement accordingly.
- 18.2.4 The language to be used in the arbitral proceedings shall be English.
- 18.2.5 The decisions and awards of the Tribunal shall be made in writing and shall be final and binding upon all the parties. The parties undertake to comply with each and every arbitral award without delay.
- 18.2.6 Nothing in this Clause 18.2 shall be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.
- 18.3 **Joinder of proceedings:** Notwithstanding Clause 18.2, each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIIs and the Hong Kong Underwriters shall have the sole and absolute right, in circumstances in which it becomes or is joined as a defendant or third party in any proceedings in any court of competent jurisdiction, to join the Company and/or the Controlling Shareholders as a party to those proceedings or otherwise pursue claims against the Company and/or the Controlling Shareholders in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise). If proceedings in any court are commenced against the Company, or the Company is joined to proceedings in any court, in accordance with this Clause 18.3 (“**Court Proceedings**”),

no arbitration shall be commenced or continued by any party under Clause 18.2 in respect of a Dispute about the same subject matter or arising from the same facts and circumstances or involving the same question of law as the Court Proceedings until the Court Proceedings have been finally determined. The taking of proceedings in the courts of any one or more jurisdictions under this Clause 18.3 shall not preclude the taking of proceedings in the courts of any other jurisdiction, whether concurrently or not, to the extent permitted by the Laws of that jurisdiction.

- 18.4 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction in which proceedings are taken under Clause 18.3 in relation to a Dispute. Additionally, each of the parties irrevocably submits to the jurisdiction of the courts of Hong Kong to support and assist any arbitration commenced under Clause 18.2, including if necessary the grant of ancillary, interim or interlocutory relief pending the outcome of such arbitration.
- 18.5 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereinafter have to the arbitral tribunal appointed or constituted for any arbitration commenced under Clause 18.2 and to the laying of the venue of any proceedings in any court of competent jurisdiction (including but not limited to any objection of forum non conveniences) and further irrevocably agrees that any award of such arbitral tribunal or any judgment or order of such court in any proceeding arising out of or in connection with this Agreement shall be conclusive and binding upon it, and to the extent permitted by applicable Law may be enforced in the courts of any other jurisdiction.
- 18.6 **Service of documents:** Without prejudice to the provisions of Clause 18.7, each of the parties unconditionally and irrevocably agrees that any writ, judgment or other document required to be served on it in relation to any proceedings shall, to the fullest extent permitted by applicable Laws, be validly and effectively served on it if delivered to its address referred to in Clause 17.3 and marked for the attention of the person referred to in that Clause or to such other person or address in Hong Kong as may be notified by the party (as the case may be) to the other parties hereto pursuant to the provisions of Clause 17.3 or Clause 18.7. These documents may, however, be served in any other manner permitted by Law.
- 18.7 **Process agent:** The Company has established a place of business in Hong Kong at 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong, and has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance. Each of the Company and the Controlling Shareholders has appointed Ms. Sham Ying Man (the “**Process Agent**”) as the authorized representative of each of them for the acceptance of service of process (which includes service of all and any documents relating to any proceedings) and any notices to be served on any of them in Hong Kong. Service of process upon the Company or the Controlling Shareholders (as the case may be) by service upon the Process Agent in its capacity as agent for the service of process for the Company or the Controlling Shareholders (as the case may be) shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by the Company or the Controlling Shareholders (as the case may be). If for any reason the Process Agent shall cease to be agent for the service of process for the Company or the Controlling Shareholders, the Company or the Controlling Shareholders (as the case may be) shall as soon as practicably notify the Joint Sponsors and the Overall Coordinators and within 30 days appoint a new agent

for the service of process in Hong Kong acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment as soon as reasonably practicable, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of the Company or the Controlling Shareholders (as the case may be), and such appointment shall be effective upon the giving of notice of such appointment to the Company or the Controlling Shareholders (as the case may be). Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Laws. Where pursuant to Clause 18, proceedings are taken against the Company or the Controlling Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Controlling Shareholders (as the case may be) shall forthwith appoint an agent for the service of process (which includes service of all and any documents relating to such proceedings) in that jurisdiction acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days of such appointment, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company or the Controlling Shareholders (as the case may be), and such appointment shall be effective upon the giving notice of such appointment to the Company or the Controlling Shareholders. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by Laws.

- 18.8 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings and proceedings for ancillary, interim or interlocutory relief, 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 and proceedings for ancillary, interim or interlocutory relief), 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 or its assets, properties or revenues any such immunity (whether or not claimed), the Company and the Controlling Shareholders hereby irrevocably and unconditionally waive and agree not to plead or claim any such immunity in relation to any such proceedings.

19 MISCELLANEOUS

- 19.1 **Assignment:** Subject to Clause 3, 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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters may at any time assign to any of their respective Affiliates, any person who has the benefit of the indemnities in Clause 9 and any of their respective

successor entities the benefits of and interests and rights in or arising under this Agreement. Obligations under this Agreement shall not be assignable.

- 19.2 **Release or compromise:** Each party may release, compound or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to this Agreement or otherwise) or any announcement, issue or publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).
- 19.3 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise). The Company and the Controlling Shareholders agree and acknowledge that any consent by, or knowledge of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them, to the delivery to investors of any amendments or supplements to any of the Offering Documents subsequent to its distribution will not (i) constitute a waiver of any Condition or (ii) result in the loss of any right by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters or any of them, as the case may be, under this Agreement, and (iii) have the effect of amending or updating any of the Warranties.

- 19.4 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 19.5 **Entire agreement:** This Agreement, and in the case of the Joint Sponsors and the Overall Coordinators, also together with the Sponsor OC Engagement Letters, constitute the entire agreement amongst the Company, the Controlling Shareholders, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes (other than the Sponsor OC Engagement Letters) any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement at any time prior to the execution of this Agreement (the “**Pre-contractual Statements**”). Each party hereto acknowledges that in entering into this Agreement on the terms set out in this Agreement, it is not relying upon any Pre-contractual Statement which is not expressly set out herein or the documents referred to herein. No party shall have any right of action (except in the case of fraud) against any other party to this Agreement arising out of or in connection with any Pre-contractual Statement except to the extent that such Pre-contractual Statement is incorporated into this Agreement or the documents referred to herein.
- 19.6 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to clause 19.11.2, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.
- 19.7 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
- 19.8 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order or award as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.
- 19.9 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each of the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of the Joint Bookrunners, the Joint Lead Managers, the

CMI and the Hong Kong Underwriters in their sole discretion in the exercise of all rights and discretions granted to the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters or any of them under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.

- 19.10 **Taxation:** All payments to be made by the Company and/or the Controlling Shareholders under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes. If any Taxes are required by Law to be deducted or withheld in connection with such payments, the Company and/or the Controlling Shareholders will increase the amount paid and/or to be paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable. If any of the other parties is required by any Governmental Authority to pay any Taxes as a result of this Agreement, the Company and/or the Controlling Shareholders will pay an additional amount to such party so that the full amount of such payments as agreed in this Agreement to be paid to such party is received by such party and will further, if requested by such party, use its reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (a) making filings and submissions on such basis and such terms as such party may reasonably request, (b) promptly making available to such party notices received from any Governmental Authority, and (c) obtaining relevant certificates of tax payment from the Governmental Authority and, subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant Governmental Authority in settlement of such Taxes.
- 19.11 **Right of Third Parties:** A person who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Ordinance to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Right of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 19.11:
- 19.11.1 Indemnified Parties may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement. An assignee pursuant to Clause 19.1 may enforce and rely on this Agreement as if it were a party.
- 19.11.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 19.11.1.
- 19.12 **No right of contribution:** Each of the Controlling Shareholders hereby irrevocably and unconditionally:
- 19.12.1 waives any right of contribution or recovery or any claim, demand or action it may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against it, or any loss or damage or liability suffered or incurred by it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

- 19.12.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to it whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and
- 19.12.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters and other Indemnified Parties against it under this Agreement) not to make any claim against any director, officer or employee of the Company or of any other member of the Group on whom it may have relied on before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.
- 19.13 **Language:** This Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Agreement and any translation, the English language version shall prevail.
- 19.14 **Further Assurance:** The Warrantors shall from time to time, on being required to do so by the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Overall Coordinators may require to give full effect to this Agreement and secure to the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 19.15 **Survival:** The provisions in this Clause 19 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

SCHEDULE 1
THE DIRECTORS

Name	Address
Executive Directors	
Mr. Tan Zheng	1801, Unit 2, 18th Floor, Building 6 No. 3, Wangjing East Garden Chaoyang District Beijing China
Dr. Wang Xiaoyi	304, 3/F, Building 7, Sunny View No. 23 Huangsi Street Xicheng District Beijing China
Non-executive Directors	
Mr. Li Sirui	No. 704, Gate 1, Building 2 Jinyue Garden Tingjiang Road, Pudong Street Beichen District Tianjin China
Ms. Li Mingqiu	No. 502, Building 416, Kapok Garden No. 3 Island, Haihua Island, Paipu Town Danzhou City Hainan Province China
Mr. Deng Feng	51 Laburnum Rd Atherton, CA 94027 United States
Independent Non-executive Directors	
Mr. Lam Yiu Por	Flat D, 8/F, Tower 3 Ocean Shores, Tseung Kwan O New Territories Hong Kong

Dr. Duan Tao

801, Building 5, Yanlord
Park Century
Lane 88 Yinrong Road
Pudong New Area
Shanghai
China

Mr. Li Yuezhong

Room 1181, 11/F, Block 14
Hong Kong Parkview
88 Tai Tam, Reservoir Road
Repulse Bay
Hong Kong

SCHEDULE 2

THE HONG KONG UNDERWRITERS

Hong Kong Underwriters	Address / Contact	Hong Kong Underwriting Commitment (number of Hong Kong Offer Shares)	Proportion by way of percentage
China International Capital Corporation Hong Kong Securities Limited	29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong / Email: GI_Dawn2023@cicc.com.cn	See below	See below
SPDB International Capital Limited	33/F, SPD Bank Tower One Hennessy, 1 Hennessy Road, Hong Kong / Email: Project_Dawn@spdbi.com	See below	See below
CMB International Capital Limited	45/F, Champion Tower, 3 Garden Road, Central, Hong Kong / Email: projectDawn2024@cmbi.com.hk	See below	See below
Fosun International Securities Limited	Suite 2101-2105, 21/F Champion Tower, 3 Garden Road, Central, Hong Kong / Email: ecm_dawn@fosunwealth.com	See below	See below
Tiger Brokers (HK) Global Limited	1/F, No. 308 Des Voeux Road Central, Sheung Wan, Hong Kong / Email: hk-ecm@tigerbrokers.com.hk	See below	See below
GF Securities (Hong Kong) Brokerage Limited	27/F, GF Tower, 81 Lockhart Road, Wan Chai, Hong Kong / Email: ECM@gfgroup.com.hk	See below	See below
CCB International Capital Limited	12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong / Email: janewang@ccbintl.com; ivanyip@ccbintl.com; kennywong@ccbintl.com	See below	See below

Hong Kong Underwriters	Address / Contact	Hong Kong Underwriting Commitment (number of Hong Kong Offer Shares)	Proportion by way of percentage
BOCI Asia Limited	26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong / Email: project.dawn2024@bocigroup.com	See below	See below
China Everbright Securities (HK) Limited	33/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong / Email: ECM@ebshk.com	See below	See below
ABCI Securities Company Limited	10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Central, Hong Kong / Email: abcic.ecm@abci.com.hk	See below	See below
CMBC Securities Company Limited	45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong / Email: ecm@cmbccap.com	See below	See below
China Industrial Securities International Capital Limited	32/F, Infinitus Plaza, 199 Des Voeux Road Central, Sheung Wan, Hong Kong / Email: ecm_ib@xyzq.com.hk	See below	See below
Haitong International Securities Company Limited	22/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong / Email: alex.wy.chen@htisec.com; cayla.l.fan@htisec.com; maggie.mz.zhang@htisec.com; yt.zhu@htisec.com	See below	See below
Total:		18,112,000	100.00%

The Hong Kong Underwriting Commitments of the Hong Kong Underwriters referred to shall be determined in the manner set out below.

$$A = B/C \times 18,112,000$$

Where:

“A” is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that: (i) any fraction of a Share shall be rounded to the nearest whole number of a

Share, (ii) the total number of Hong Kong Underwriting Commitment of all Hong Kong Underwriters shall be exactly 18,112,000, and (iii) the Hong Kong Underwriting Commitment of each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

“B” is the aggregate number of Firm Shares (each as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its Affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

“C” is the aggregate number of Firm Shares which all the Hong Kong Underwriters or any of their respective Affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 3

PART A

REPRESENTATIONS AND WARRANTIES GIVEN BY THE WARRANTORS

Each of the Warrantors jointly and severally represents and warrants to, and agrees with, each of the Joint Sponsors, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters as follows:

- (a) (A) none of the Hong Kong Public Offering Documents or the Preliminary Offering Circular contained or will contain an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and (B) no individual Supplemental Offering Material (as defined below) conflicted or will conflict with the Hong Kong Public Offering Documents (as used herein, **“Supplemental Offering Material”** means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares and as supplemented, updated or superseded from time to time, including without limitation, any roadshow materials relating to the Offer Shares that constitutes such written communication, other than the Hong Kong Public Offering Documents or amendments or supplements thereto);
- (b) all information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) which is disclosed or made available by or on behalf of the Company, its Subsidiaries (as defined below), the Controlling Shareholders, and/or any of their respective directors, supervisors, officers, or employees, Affiliates, advisors or agents to the Stock Exchange, the SFC, any other applicable Governmental Authority, the Joint Sponsors, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the International Underwriters, the Reporting Accountants (as defined below), the Internal Control Consultant, the Industry Consultant, the valuer of the Company’s investment portfolio and/or the legal and other professional advisors for the Company, the Hong Kong Underwriters or the International Underwriters for the purposes of the Global Offering and/or the listing of the Shares on the Stock Exchange (including, without limitation, the answers and documents contained in or referred to in the Verification Notes, and the information, answers and documents used as the basis of information contained in the Hong Kong Public Offering Documents or the Preliminary Offering Circular or provided for or in the course of due diligence or the discharge by the Joint Sponsors of their respective obligations as a sponsor under the Listing Rules, the responses to queries and comments raised by the Stock Exchange or the SFC, and the information and documents provided for the discharge by the Joint Overall Coordinators of their obligations as an overall coordinator and/or a capital markets intermediary under the Code of Conduct and the Listing Rules) was so disclosed or made available in full and in good faith and made on reasonable grounds and was, when given, and remains complete, true and accurate and not misleading in all material respects; there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading in all material respects; all forecasts and estimates so disclosed or made

available have been made after due, careful and proper consideration and, where appropriate, are based on assumptions referred to in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (to the extent there are any) and represent reasonable and fair expectations honestly held based on facts known to the Company, its directors or the Controlling Shareholders;

- (c) the Company (including, without limitation, its agents and representatives, other than the Hong Kong Underwriters and the International Underwriters) (A) has not made, used, prepared, authorized, approved or referred to any Supplemental Offering Material and (B) will not prepare, make, use, authorize, approve or refer to any Supplemental Offering Material, in each case, without the prior consent of the Joint Overall Coordinators;
- (d) all statements or expressions of opinion, or intention and all forward-looking statements (including, without limitation, the statements regarding the sufficiency of working capital, industry trends, future plans, use of proceeds, critical accounting policies, ongoing and future expansions, planned capital expenditure, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, at and as of the date of this Agreement and at all other times when the warranties are repeated pursuant to this Agreement, are and will remain fairly and honestly made in good faith on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds or assumptions are and will remain fairly and honestly held in good faith by the Company, its directors and the Controlling Shareholders and there are and will be no other facts known or which could, upon due and careful enquiry, have been known to the Company, its directors or the Controlling Shareholders the omission of which would make any such statement or expression misleading in all material respects;
- (e) each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular contains or includes all material information and particulars required to comply with all statutory and other provisions, including without limitation, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (amended from time to time) and the listing decisions, guidelines and other requirements of the Stock Exchange (collectively, the “**Listing Rules**”) and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the Shares on the Stock Exchange (unless any such requirement has been waived or exempted by the relevant Governmental Authority);;
- (f) each of the Application Proof and the PHIP, as of their respective publication date, is in compliance with the appropriate warning and disclaimer statements for publication as required in the Guide for New Listing Application published by the Stock Exchange;
- (g) as of the date of this Agreement, the Company has the registered and issued share capital as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; all of the issued share capital of the Company (A) have been duly registered and validly issued and are fully paid and non- assessable; (B) are owned by the existing shareholders in the amounts specified in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (C) have been issued in compliance with all applicable Laws in all material respects; (D) were not issued in violation of any preemptive right, resale right, right of first refusal or similar right; and

- (E) are not subject to any material Encumbrance or adverse claims;
- (h) the Company (A) has been duly established, incorporated, registered or organized and is validly existing in good standing under the Laws of the jurisdiction of its establishment, incorporation, registration or organization, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (B) is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise); and (C) is capable of suing and being sued in its own name, and the articles of association and other constituent or constitutive documents and the business license (if applicable) of the Company comply with the requirements of the Laws of the jurisdiction of its establishment, incorporation, registration or organization, and are in full force and effect;
- (i) the Company has full right, power and authority (corporate and other) to execute and deliver each of this Agreement, the International Underwriting Agreement and the Related Agreements (as defined below) and to perform its obligations hereunder and thereunder and to issue, sell and deliver the Offer Shares as contemplated herein; the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the articles of association and other constituent or constitutive documents and the business license of the Company comply with the Laws of Hong Kong (including, without limitation, the Listing Rules) where applicable;
- (j) save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no person, individually or together with his, her or its Affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the U.S. Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)), ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong) (the “**Securities and Futures Ordinance**”)) in no less than 5% of any class of the Company’s share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise;
- (k) (A) “Appendix I — Accountants’ Report — Notes to the Historical Financial Information — 2. Group Reorganization, Basis of Preparation and Presentation of Historical Financial Information” and “Appendix VI — Statutory and General Information — Further Information About Our Company — Changes in the Share Capital of our Subsidiaries” of the Hong Kong Public Offering Documents and the Preliminary Offering Circular sets forth the Subsidiaries of the Company (the “**Subsidiaries**”) and the Company’s interest therein; (B) the Company owns all the issued or registered share capital or other equity interests of or in its Subsidiaries as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (C) the Company does not own, directly or indirectly, any share capital or any other equity interests, fund investments or long-term debt securities of or in any corporation, firm, partnership, fund, joint venture, association or other entity other than those described in clause (B) above; (D) all of the issued shares of each of the Subsidiaries that is incorporated or organized in a jurisdiction other than the PRC have been duly authorized and validly issued, are fully paid up and non-assessable, have been issued in compliance with all applicable Laws and were not issued in violation of any preemptive right, resale right, right of first refusal or similar right and are owned

by the Company subject to no Encumbrance or adverse claims; (E) the registered capital (in the form of shares or otherwise) of the Subsidiaries of the Company in the PRC has been duly and validly issued and fully paid up with all contributions to such registered capital having been paid within the time periods prescribed under applicable Laws and all payments of such contributions having been approved by the applicable Government Authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any preemptive right, resale right, right of first refusal or similar right and is owned by the Company subject to no security interest or other Encumbrance or adverse claims; and (F) no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into share capital or other equity interests of or in each of the Company and its Subsidiaries are outstanding; (G) each of the Subsidiaries is a legal person with limited liability and the liability of the Company in respect of equity interests held in each such Subsidiaries is limited to its investment therein; and (H) except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the members of the Company's board of directors or management owns, directly or indirectly, any shares of capital stock of, or equity interest in, or any rights, warrants or options to acquire, or instruments or securities convertible into or exchangeable for, any share capital of, or direct interests in, the Company's Subsidiaries;

- (l) each of the Subsidiaries (A) has been duly established, incorporated, registered or organized and is validly existing in good standing under the Laws of the jurisdiction of its establishment, incorporation, registration or organization, 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 the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (B) is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise); and (C) is capable of suing and being sued in its own name; the articles of association and other constituent or constitutive documents and the business license of the Subsidiaries of the Company comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization and are in full force and effect; (D) each of the Company's Subsidiaries that is established under the Laws of the PRC has passed each annual examination by the applicable PRC Authorities since incorporation without being found to have any material deficiency or to be in material default under applicable PRC Laws and has timely received all requisite certifications from each applicable PRC Governmental Authority;
- (m) since the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there has not been any material adverse change in administrative expenses, research and development expenses, loss from operations for the respective periods from such date to (i) the date of this Agreement or (ii) the Prospectus Date, as applicable, as compared to the corresponding periods in the preceding financial year, or any material adverse change in share capital, no decrease in total current assets, cash and cash equivalents, or increase in total current liabilities, as of (i) the date of this Agreement or (ii) the Prospectus Date, as applicable, in each case as compared with amounts shown in the latest audited balance sheet of the Group, included in the Hong Kong Public

Offering Documents and the Preliminary Offering Circular;

- (n) all Approvals and Filings with any Government Authority with respect to the establishment of the Company, and its Subsidiaries have been duly and validly made or obtained; each of the Company and its Subsidiaries, which is incorporated in the PRC, has received all requisite certifications from each applicable PRC Government Authority and has duly and timely submitted its annual filings on the National Enterprise Credit Information Publicity System of the State Administration for Market Regulation of the PRC (the “SAMR”) and made such annual filings publicly available, without being found to have any deficiency by the SAMR and its local branches or counterparts and each of the Company and its Subsidiaries has timely received all requisite certifications from each applicable Governmental Authority (as used herein, “**Approvals and Filings**” means any approvals, licenses, consents, authorizations, permits, permissions, clearances, certificates, orders, concessions, qualifications, registrations, declarations and/or filings), except where the lack of which, individually or in the aggregate, result in a material adverse effect, or any development involving a prospective material adverse effect, on or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company and its Subsidiary, taken as a whole (“**Material Adverse Effect**”);
- (o) neither the Company nor its Subsidiaries has conducted, is conducting or proposes to conduct any business, has acquired or proposes to acquire any property or asset or has incurred or proposed to incur any liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Company or its Subsidiaries but which is not directly or indirectly related to the business of the Company or its Subsidiaries, or the Group taken as a whole, as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;
- (p) as of the Listing Date, the Company will have the registered and issued share capital as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed, respectively, “Capitalization” and “Share Capital;” assuming the full exercise of the Over-Allotment Option, as of the relevant Additional Time of Delivery, the Company will have the registered and issued share capital as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed, respectively, “Capitalization” and “Share Capital;” the share capital of the Company, including the Offer Shares, and the share capital of the Subsidiaries of the Company, conform in all material respects to each description thereof contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and each such description is complete, true and accurate and not misleading in all material respects;
- (q) the Offer Shares have been duly and validly authorized and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly allotted, registered and issued, fully paid and non-assessable, free of any Encumbrance; the Offer Shares will have attached to them the rights and benefits specified in the Company’s articles of association as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and, in particular, will 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; the certificates

for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under all applicable Laws; saved as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the Offer Shares will be freely transferable by the Company to or for the account of the Hong Kong Underwriters (or the applicants in the Hong Kong Public Offering) and the International Underwriters (or the purchasers procured by the International Underwriters) and the subsequent purchasers and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the PRC or Hong Kong or the articles of association or other constituent or constitutive documents or the business license of the Company or any agreement or other instrument to which the Company is a party; no holder of the 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 and there are no limitations on the rights of holders of the Shares to hold, vote or transfer their securities;

- (r) all necessary authorizations have been obtained from the holders of existing issued shares in the capital of the Company to enable the Offer Shares to be issued to the applicants under the Global Offering in the manner described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; each of this Agreement, the International Underwriting Agreement, the Registrar's Agreement, the Cornerstone Investment Agreements, the Receiving Banks Agreement and the electronic initial public offering (EIPO) agreement between the Company and the Hong Kong Securities Clearing Company Limited (the "**EIPO Agreement**," collectively with the Registrar's Agreement, the Cornerstone Investment Agreements and the Receiving Banks Agreement, the "**Related Agreements**") and any other document required to be executed by the Company and/or the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Related Agreements has been or will be duly authorized, executed and delivered by the Company and the Controlling Shareholders (where applicable) and when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement of the Company and the Controlling Shareholders (where applicable), enforceable in accordance with its terms;
- (s) none of the Company or its Subsidiaries is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other constituent or constitutive documents or its business license (if applicable); or (B) any indenture, mortgage, deed of trust, loan, or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected; or (C) any Laws applicable to it or any of its properties or assets, except for, such breach or violation in the case of (B) and (C) of this paragraph that would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;

- (t) the execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Related Agreements and any other document required to be executed by the Company and/or the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Related Agreements, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of a lien, charge or Encumbrance on any property or assets of the Company, its Subsidiaries and/or the Controlling Shareholders pursuant to (A) the articles of association or other constituent or constitutive documents or the business license of the Company, its Subsidiaries or the Controlling Shareholders; or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company, its Subsidiaries or the Controlling Shareholders is a party or by which the Company, its Subsidiaries or the Controlling Shareholders is bound or any of their respective properties or assets may be bound or affected; or (C) any Laws applicable to the Company, its Subsidiaries or the Controlling Shareholders or any of their respective properties or assets, or (D) any other agreements which the Company, its Subsidiaries or the Controlling Shareholders is a party of, except for, such breach or violation in the case of (B) and (C) of this paragraph that would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect
- (u) approval in principle has been obtained from the listing committee of the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange;
- (v) except for the final approval from the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange, all Approvals and Filings under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over the Company, its Subsidiaries or the Controlling Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares or the execution or delivery by the Company of this Agreement, the International Underwriting Agreement, the Related Agreements, or any other document required to be executed by the Company and/or the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Related Agreements, or the performance by the Company and/or the Controlling Shareholders of its obligations hereunder and thereunder or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Related Agreements or any other document required to be executed by the Company and/or the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Related Agreements 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;

- (w) save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no person has (A) the right, contractual or otherwise, to cause the Company and/or the Controlling Shareholders to issue or sell to him, her or it any Shares or shares of any other share capital of the Company; (B) any preemptive rights, resale rights, rights of first refusal or other rights to purchase Shares or shares of any other share capital of the Company; (C) the right to act as an underwriter or as a financial adviser to the Company in connection with the offer and sale of the Offer Shares; or (D) the right, contractual or otherwise, to cause the Company and/or the Controlling Shareholders to include any Shares or shares of any other share capital of the Company in the Global Offering; the Global Offering and the other transactions provided for or contemplated by this Agreement, the International Underwriting Agreement, the Related Agreements and all related arrangements, in so far as they are the responsibility of or carried out by the Company, its Subsidiaries and/or the Controlling Shareholders, have been and will be carried out in accordance with all applicable Laws and regulatory requirements in Hong Kong and other relevant jurisdictions;
- (x) except would not, or could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect, (A) the Company, its Subsidiaries and the Corporate Members of the Controlling Shareholders (as defined in Part B of this Schedule 3) (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto and (ii) have obtained, made and hold all Approvals and Filings under, from or with (and are in compliance with all Approvals and Filings obtained, made or held under, from or with) any applicable Laws and from or with any Governmental Authority having jurisdiction over the Company, its Subsidiaries and/or the Corporate Members of the Controlling Shareholders or any of their respective properties or assets required in order to own, lease, license and use their respective properties and assets and conduct their respective businesses and operations; (B) all such Approvals and Filings do not contain any burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (C) all such Approvals and Filings are valid and in full force and effect, and none of the Company, its Subsidiaries or the Corporate Members of the Controlling Shareholders is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Governmental Authority is considering revoking, suspending or modifying, any such Approvals and Filings, there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Approvals and Filings, or any requirements for additional Approvals and Filings which could prevent, restrict or hinder the operations of the Company, its Subsidiaries and/or the Corporate Members of the Controlling Shareholders or cause the Company, its Subsidiaries and/or the Corporate Members of the Controlling Shareholders to incur additional material expenditures; and (D) no Governmental Authority, in its inspection, examination or audit of the Company, its Subsidiaries and/or the Corporate Members of the Controlling Shareholders has 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;
- (y) the Company and its Subsidiaries (A) are in compliance with all applicable Laws

relating to the medical devices development, registration and record-filing in the PRC (the “**Medical Device Laws**”); (B) have received, and are in compliance with, all Approvals and Filings required under applicable Medical Device Laws (including, without limitation, all permits, licenses and certifications related to medical devices) to conduct its respective businesses; and (C) have not received notice of any actual or potential liability under, or violation of, any Medical Device Laws (including, without limitation, all permits, licenses and certifications related to medical devices), except for, such breach or violation in the case of (A) and (B) of this paragraph would not, or could not reasonably be expected to, individually or in the aggregate, result in Material Adverse Effect;

- (z) there are (A) no actions, suits, proceedings, arbitrations, investigations or inquiries, under any Laws or by or before any Governmental Authority or otherwise pending, to the best knowledge of the Company, or threatened or contemplated to which the Company, its Subsidiaries and/or the Controlling Shareholders or any of their respective directors, supervisors, officers, employees, Affiliates or agents 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, whether or not arising from transactions in the ordinary course of business and to the best knowledge of the Company, there are no circumstances likely to give rise to any such, actions, suits, proceedings, arbitrations, investigations or inquiries; (B) no Law that has been enacted, adopted or issued or, that has been proposed by any Governmental Authority; and (C) no judgment, decree or order of any Governmental Authority, which, in any such case described in clauses (A), (B) or (C) above, would, or could reasonably be expected to, have, individually or in the aggregate, a Material Adverse Effect or materially and adversely affect the power or ability of the Company and/or the Controlling Shareholders to perform its obligations under this Agreement, the International Underwriting Agreement and the Related Agreements, to offer, sell and deliver the Offer Shares (as applicable) or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement or the Related Agreements or otherwise materially and adversely affect the Global Offering, or are required to be described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular but are not so adequately described;
- (aa) neither the Company, its Subsidiaries, the Controlling Shareholders nor any person acting on behalf of any of them has taken any action, to the best knowledge of the Company, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate or declare insolvent the Company, its Subsidiaries and/or the Corporate Members of the Controlling Shareholders; or (B) forestall the completion of the Global Offering; and otherwise no winding up or liquidation proceedings have been commenced against the Company, its Subsidiaries and/or the Corporate Members of the Controlling Shareholders, and no proceedings have been commenced for the purpose of, and no judgment has been rendered, declaring the Company, its Subsidiaries and/or the Corporate Members of the Controlling Shareholders bankrupt or in an insolvency proceeding;
- (bb) Deloitte Touche Tohmatsu (the “**Reporting Accountants**”), who has audited or reviewed certain audited and unaudited consolidated financial statements and unaudited consolidated financial information of the Company and its Subsidiaries, taken as a whole, included in each of the Hong Kong Public Offering Documents and

the Preliminary Offering Circular, is an independent public accountant as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations;

- (cc) (A) the audited consolidated financial statements (and the notes thereto) of the Company and its Subsidiaries, taken as a whole, included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular give a true and fair view of the consolidated financial position of the Company and its Subsidiaries, taken as a whole, as of the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Company and its Subsidiaries, taken as a whole, for the periods specified, and have been prepared in conformity with the International Financial Reporting Standards (the "IFRSs") issued by the International Accounting Standards Board and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) all summary and selected financial data included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular are derived from the accounting records of the Company and its Subsidiaries, taken as a whole, present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Company and its Subsidiaries, taken as a whole, included therein; (C) the unaudited pro forma financial information (and the notes thereto) (and all other unaudited pro forma financial statements, information or data, if any) included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular present fairly the information shown therein, have been prepared in accordance with the applicable requirements of the Listing Rules and on the basis set out in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and are presented on a basis consistent with the accounting principles adopted by the Company; the assumptions used in the preparation of such unaudited pro forma financial information (and the notes thereto) (and all other unaudited pro forma financial statements, information and data, if any) are reasonable and are disclosed therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma financial information (and the notes thereto) (and all other pro forma financial statements, information and data if any); (D) there are no financial statements (historical or pro forma) that are required (including, without limitation, by the Listing Rules) to be included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular that are not included as required; (E) the Group does not have any material liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations), not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and (F) there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular;
- (dd) the unaudited consolidated management financial information of the Company and the Subsidiaries as of October 31, 2024 and for the period from January 1, 2024 to October 31, 2024 and other accounting records of the Company and the Subsidiaries

(A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Company and IFRSs, all the transactions entered into by the Company or any of the Subsidiaries or to which the Company or any of the Subsidiaries was a party during the period from January 1, 2024 to October 31, 2024, (B) contain no material inaccuracies or discrepancies of any kind, and (C) present fairly the consolidated financial position of the Company and the Subsidiaries as of October 31, 2024 and the consolidated results of operations of the Company and the Subsidiaries for the period from January 1, 2024 to October 31, 2024.

- (ee) the statements set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Financial Information — Significant Accounting Policies and Estimates” are complete, true and accurate and not misleading in all material respects in describing (A) the accounting policies that the Company considers to be the most material to the portrayal of “financial condition and results of operations” of the Company and its Subsidiaries, taken as a whole (“Critical Accounting Policies”); (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and (C) the likelihood that materially different amounts would be reported under different conditions or using different assumptions; the Company’s directors, senior management and audit committee have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Reporting Accountants with regard to such selection, application and disclosure;
- (ff) each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular accurately and fully describes (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity or capital resources of the Group and could reasonably be expected to occur, (B) all material indebtedness (actual or contingent) of the Company or its Subsidiaries or its or their related parties, and (C) all material off-balance sheet transactions, arrangements, obligations and liabilities, direct or contingent; the Group does not have any relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Group, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, have a material effect on the liquidity or capital resources of the Group or the availability thereof or the requirements of the Group for capital resources;
- (gg) (A) the factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading in all material respects, and the opinions attributed to the directors of the Company in such reports, letters or certificates are held in good faith based upon facts within their knowledge; (B) the Company has given to the Reporting Accountants all information that was requested by the Reporting Accountants, and no material information was withheld from the Reporting Accountants, for the purposes of the preparation of its reports contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and the comfort letters to be issued by the Reporting

Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading in any material respects; (C) no material information was withheld from the Reporting Accountants or the Hong Kong Underwriters, the Joint Sponsors, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, or the Joint Lead Managers for the purposes of their review of the unaudited pro forma financial information and all other pro forma financial statements, information or data, if any, of the Company and its Subsidiaries, taken as a whole, included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or their review of the Company's profit forecast, cash flow and working capital projections, unaudited pro forma financial information, estimated capital expenditures and financial reporting procedures, and none of the Company, the directors of the Company or the Controlling Shareholders disagrees with any material aspect of the reports, letters prepared by the Reporting Accountants;

- (hh) save as disclosed in each of the Prospectus, (A) none of the Company or its Subsidiaries has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any material mortgage or charge or any material guarantee or other contingent liabilities; (B) no material outstanding indebtedness of the Company or its Subsidiaries has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the Company or its Subsidiaries; (C) no person to whom any material indebtedness of the Company or its Subsidiaries that is repayable on demand is owed has demanded or, to the Company's best knowledge, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) to the Company's best knowledge, no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of the Company or its Subsidiaries or under any guarantee of any material liability of the Company or its Subsidiaries by reason of default of the Company, or its Subsidiaries or any other person or under any such guarantee given by the Company, or its Subsidiaries; (E) there are no outstanding guarantees or contingent payment obligations of the Company or its Subsidiaries in respect of indebtedness of any party that is not the Company or its Subsidiaries; and (F) none of the Company or its Subsidiaries has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent;
- (ii) (A) the amounts borrowed by each of the Company or its Subsidiaries do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or its business license (if applicable) or in any debenture or other deed or document binding upon it; (B) none of the Company or its Subsidiaries has factored any of its material debts or engaged in financing of a type which would not be required to be shown or reflected in its consolidated accounts; (C) with respect to each of the borrowing facilities of the Company or its Subsidiaries that is material to the Company or its Subsidiaries, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable

in accordance with its terms and is in full force and effect; (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown; and (iii) to the best knowledge of the Company, no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) to the best knowledge of the Company, no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or granted to or committed to be granted to the Company or its Subsidiaries from or by any Governmental Authority in consequence of which the Company or its Subsidiaries is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance;

- (jj) neither the Company nor its Subsidiaries has sustained since the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular any material loss or interference with its business from fire, explosion, drought, flood, windstorm, earthquake, epidemic, pandemic or outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labour dispute or any proceeding, action, order or decree of any Governmental Authority;
- (kk) save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, since the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there has not been any change or any development involving a prospective change that would, or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect;
- (ll) save as disclosed in each of the Prospectus, since the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, neither the Company nor its Subsidiaries has (A) entered into or assumed or otherwise agreed to be bound by any contract, agreement or transaction that is material to the Company and its Subsidiaries; (B) incurred, assumed or acquired or otherwise agreed to be bound by any obligation or liability, actual or contingent (including, without limitation, any off-balance sheet obligations), that is material to the Company and its Subsidiaries; (C) incurred any material Encumbrance on any asset, or any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Company and/or its Subsidiaries and tax liens, that is material to the Company and its Subsidiaries; (D) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Company and its Subsidiaries; or (E) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (D) above;
- (mm) since the date of the latest audited financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, each of the Company and its Subsidiaries (A) has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on; (B) has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature and has not assumed, acquired or incurred any liability (including contingent liability) or other obligation which is material to the Group, and (C) has continued to

pay its creditors in the ordinary course of business;

- (nn) subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, neither the Company nor its Subsidiaries has (A) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of business; (B) purchased or reduced or otherwise changed, or agreed to purchase or reduce or otherwise change, its share capital; (C) declared, made or paid any dividend or distribution of any kind on its share capital or other equity interest of any class; or (D) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (C) above;
- (oo) (A) there has been no material decrease in current assets of the Group and no material increase in current liabilities of the Group as of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the date of the Final Offering Circular or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Group as of June 30, 2024 included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and (B) there has been no material adverse change in revenue, cost of sales, selling and distribution expenses, administrative expenses, research and development expenses, finance costs of the Group during the period from the date of the latest audited consolidated income statement of the Group for the six months ended June 30, 2024 included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular to (i) the date of this Agreement; (ii) the Hong Kong Prospectus Date, (iii) the date of the Final Offering Circular, or (iv) the Listing Date, as applicable, in each case as compared to the corresponding period in the preceding financial year;
- (pp) (A) each real property, land or building or personal property or asset, as applicable, held under lease by the Company or its Subsidiaries is held by it under a lease in full force and effect that has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, with such exceptions as would not, and could not reasonably be expected to, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by the Company or its Subsidiaries, as applicable; no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or its Subsidiaries has occurred and is continuing or is likely to occur under any of such leases; neither the Company nor its Subsidiaries is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person (a) which may be materially adverse to the rights or interests of the Company or its Subsidiaries under such lease, tenancy or license or (b) which may materially affect the rights of the Company or its Subsidiaries to the continued possession or use of such leased or licensed property or other asset; the right of the Company or its Subsidiaries to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may materially interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by the Company or its Subsidiaries; (B) the use of all properties leased by the Company or its Subsidiaries

is in accordance with its permitted use under applicable Laws in all material respects; (C) neither the Company nor its Subsidiaries owns, operates, manages or has any other right or interest in any other real property or building or personal property or asset, as applicable, of any kind that is material, save as reflected in the audited financial statements of the Company and its Subsidiaries included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and no other real properties, land or buildings and personal properties or assets are necessary in order for the Company and its Subsidiaries to carry on the business of the Company and its Subsidiaries in the manner described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (D) neither the Company nor any of its Subsidiaries owns, operates, manages, leases or has any other right or interest in any other real property, land or buildings of any kind which carrying amount is or is above 15% of the consolidated total assets of the Company as set out in the consolidated balance sheet of the Group in the Accountants' Report set out in Appendix I to the Hong Kong Prospectus; (E) the use of all properties leased by the Company and its Subsidiaries is substantially in accordance with its permitted use under all applicable Laws; and (F) neither the Company nor any of its Subsidiaries has any material existing or contingent liabilities in respect of any real properties previously occupied by it or in which it has held any interests;

- (qq) Information on all preclinical studies and clinical trials conducted by or on behalf of the Company or its Subsidiaries disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular are accurate and adequate in all material respects; the preclinical studies and clinical trials conducted by or on behalf of the Company or its Subsidiaries were and, if still ongoing, are being conducted in compliance with all Laws, regulations and protocols applicable thereto in all material respects in the jurisdictions in which they are being conducted and with all Laws, regulations and protocols applicable to such preclinical studies and clinical trials from which data will be submitted to support marketing approval; the descriptions in the Hong Kong Public Offering Documents and the Preliminary Offering Circular of the results of such studies and trials are accurate and complete in all material respects and fairly present the data derived from such studies and trials, and the Company or its Subsidiaries has no knowledge of any third-party clinical trial the aggregate results of which call into question the results of any clinical trial conducted by or on behalf of the Company or its Subsidiaries that are described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular or the results of which are referred to in the Hong Kong Public Offering Documents and the Preliminary Offering Circular; the Company or its Subsidiaries has not received, and does not have any knowledge of, any notices or statements from the U.S. Food and Drug Administration (“FDA”), the European Medicines Agency (“EMA”), the National Medical Products Administration (“NMPA”) or any comparable regulatory agency with the appropriate jurisdiction over the Company and its Subsidiaries (each a “**Regulatory Authority**”) imposing, requiring, requesting or suggesting a clinical hold, termination, suspension or modification for or of any preclinical studies or clinical trials that are conducted and described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, or the results of such studies or trials which are referred to in the Hong Kong Public Offering Documents and the Preliminary Offering Circular; the Company and its Subsidiaries have made all filings and currently hold all approvals as required by any Regulatory Authority in all material aspects; the Company or its Subsidiaries has not received, and otherwise

does not have any knowledge of, any notices or statements from any Regulatory Authority of (i) any application with any Regulatory Authority in relation to any potential product of the Company or its Subsidiaries that is or has been rejected or determined to be non-approvable or conditionally approvable; or (ii) any license, approval, permit or authorization to conduct any clinical trial of any potential product of the Company or its Subsidiaries that has been, will be or may be suspended, revoked, modified or limited;

- (rr) each of the Company and its Subsidiaries (A) is and at all times has been in compliance with all applicable statutes, rules, or regulations in all material respects set forth in the section headed “Regulatory Overview” in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (B) has not received any notice of adverse finding, warning letter, untitled letter or other correspondence or notice from any Regulatory Authority alleging or asserting material noncompliance with any applicable Laws or any licenses, certificates, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any such applicable Laws; and (C) has filed, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any applicable Laws or Regulatory Authority, and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments in all material respects were complete and correct on the date filed (or were corrected or supplemented by a subsequent submission) in all material respects. Additionally, neither the Company nor its Subsidiaries, nor any of their respective officers, supervisors, directors, or key employees has been excluded, suspended or debarred from participation in any health care program or human clinical research in the jurisdictions where the Company or its Subsidiaries conducts business;
- (ss) all statements relating to the expectation or estimate in connection with the clinical trial progress and regulatory approval submission timeline for any product candidate contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular have been made after due, careful and proper consideration and represent and continue to represent fair and reasonable expectations honestly held based on facts known to the Company and/or its Subsidiaries. The Company is not aware of any circumstances, indications or developments that will result in a delay in the expectation or estimate in connection with the clinical trial progress and regulatory approval submission timeline for any product candidate contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;
- (tt) (A) except where the failure to own license or have such rights would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, the Company and its Subsidiaries own, free of Encumbrances, or have obtained (or can obtain on reasonable terms) valid licenses for, or other rights to use, all patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as being owned or licensed or used by them and such rights and licenses held

by the Company and its Subsidiaries in any Intellectual Property comprise all the rights and licenses that are necessary for the conduct of, or material to, the businesses as currently conducted or as proposed to be conducted by the Company and its Subsidiaries; the Core Products (as defined and described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular) fall within one or more patents owned by, or exclusively licensed to, the Company and/or its Subsidiaries; (B) each agreement pursuant to which the Company or its Subsidiaries has obtained licenses for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms; the Company and its Subsidiaries have complied with the terms of each such agreement which is in full force and effect in all material respects, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or its Subsidiaries has occurred and is continuing or, to the best knowledge of the Company, is likely to occur under any such agreement, and neither the Company nor its Subsidiaries has sent or received any communication regarding termination of, or intent not to renew, any of such agreements, and no such termination or non-renewal has been threatened by the Company, its Subsidiaries or any other party to terminate any such agreement; (C) to the best knowledge of the Company, there is no claim to the contrary or any challenge by any other person to the rights of the Company or its Subsidiaries with respect to the Intellectual Property; to the best knowledge of the Company, there are no third parties who have or will be able to establish rights to any Intellectual Property, except for the ownership rights of the owners of the Intellectual Property as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (D) neither the Company nor its Subsidiaries has infringed or is infringing the intellectual property of a third party, and neither the Company nor its Subsidiaries has received notice of a claim by a third party to the contrary; (E) to the best knowledge of the Company, there is no pending or threatened action, suit, proceeding or claim by others that the Company or any of its Subsidiaries infringes or otherwise violates, or would, upon the commercialization of any product candidates being under development as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, if any, infringe or violate, any patent, trade or service mark, trade or service name, service name, copyright, trade secret or other proprietary rights of others, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (F) to the best knowledge of the Company, there is no infringement by third parties on any Intellectual Property held by the Company or its Subsidiaries; (G) 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 PRC or Hong Kong (or any relevant jurisdiction) having jurisdiction over intellectual property matters; and (H) the product candidates described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, if any, as under development by the Company or its Subsidiaries fall within the scope of the claims of one or more patents owned by, or exclusively licensed to, the Company or its Subsidiaries.

- (uu) neither the Company nor its Subsidiaries has received any notice, and neither the Company nor its Subsidiaries is aware of (A) any infringement or conflict with claimed or asserted rights of others with respect to any Intellectual Property rights; (B) any unauthorized use of any Intellectual Property of any third party by the Company and/or its Subsidiaries and neither the Company nor its Subsidiaries has

made disclosure of any Intellectual Property to any person and on the basis that such disclosure is to be treated as being of a conditional character; (C) any pending or threatened proceedings, suites, actions, applications or claims opposing or challenging the validity, enforceability or scope of any Intellectual Property, or any circumstances where a third party has established or will be able to establish rights to any Intellectual Property; (D) any assertion of moral rights which would affect the use of any of the Intellectual Property in the business of the Company and its Subsidiaries; or (E) any facts or circumstances which would render any Intellectual Property rights invalid or inadequate to protect the interests of the Company and its Subsidiaries or unenforceable;

- (vv) all patentable and patented inventions made by the employees of the Company and/or its Subsidiaries and used or intended to be used in the business of the Company and/or its Subsidiaries were made in the normal course of the duties of the employees concerned and belong to the Company or its Subsidiaries, as applicable; to the best knowledge of the Company, there are no outstanding or potential claims against the Company or its Subsidiaries under any contract or applicable Laws providing for employee compensation or ownership in respect of any rights or interests in such inventions made by employees;
- (ww) to the best knowledge of the Company, none of the products or services sold (as applicable), provided or dealt in by the Company and/or its Subsidiaries, nor the marketing of such products or services (as applicable), nor the activities of the Company and/or its Subsidiaries infringes or is likely to infringe any Intellectual Property rights of any third party or involves the unauthorized use of confidential information of such third party which would result in a Material Adverse Effect;
- (xx) (A) all computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Company and its Subsidiaries (collectively, the “**Information Technology**”) comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Company or its Subsidiaries as currently conducted; (B) the Company and its Subsidiaries either legally and beneficially own, or has obtained valid licenses for, or other rights to use, all of the Information Technology, except where the failure to own or have obtained such licenses would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (C) each agreement pursuant to which the Company or its Subsidiaries has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms in all material respects, the Company or its Subsidiaries, as the case may be, has complied with the terms of each such agreement in all material respects which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or its Subsidiaries has occurred and is continuing or is likely to occur under any such agreement and neither the Company nor its Subsidiaries has sent or received any communication regarding termination of, or intent not to renew, any of such agreements, and no such termination or non-renewal has been threatened by the Company, its Subsidiaries or any other party to any such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the

Company and its Subsidiaries are maintained and operated by the Company and its Subsidiaries, as applicable, are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and its Subsidiaries, as applicable, except the failure or which would not result in a Material Adverse Effect; (E) in the event that the persons providing maintenance or support services for the Company or its Subsidiaries with respect to the Information Technology cease or are unable to do so, the Company or its Subsidiaries has all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (F) there are no material defects relating to the Information Technology which have caused or might reasonably be expected to cause any substantial disruption or interruption in or to the business of the Company or its Subsidiaries; (G) each of the Company and its Subsidiaries has in place procedures to prevent unauthorized access and the introduction of viruses; and (H) each of the Company and its Subsidiaries has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without disruption to the business of the relevant company; (I) there has been no security breach or attack or other compromise of or relating to the Company's or its Subsidiaries' information technology systems that would result in a Material Adverse Change; and (J) the Company and its Subsidiaries have implemented and maintained commercially reasonable controls, policies, procedures and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data (the "**Personal Data**")) used in connection with their respective businesses, and there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under inspection or investigations relating to the same;

(yy) Without prejudice to any of the other Warranties, the statements contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed "Risk Factors" are complete, true and accurate and not misleading and represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, proper and careful consideration;

(zz) (A) except as disclosed in each of the the Preliminary Offering Circular and the Hong Kong Prospectus and failure to do so will result in a Material Adverse Effect, neither the Company nor any Subsidiary 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 the present or past employees; (B) neither the Company nor its Subsidiaries has any outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; where there are such outstanding payment obligations or unsatisfied liabilities, the Company or its Subsidiaries has set aside sufficient funds to satisfy the same; (C) there are no material amounts owing or promised to any present or former directors, employees or consultants of the Company or its Subsidiaries other than remuneration accrued, due or for reimbursement of business expenses; (D) no directors or senior management or key employees of the Company or its Subsidiaries have given or been given notice terminating their contracts of employment; there are no proposals or

communications to terminate or intent to terminate the employment or consultancy of any directors, key employees or consultants of the Company or its Subsidiaries or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (E) neither the Company nor its Subsidiaries has any material undischarged liability to pay to any Governmental Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants by them; (F) no liability has been incurred by the Company or its Subsidiaries for breach of any director's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of the Company or its Subsidiaries, with such exceptions as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; and (G) all material contracts for services and consultancy agreements in relation to the employment of the employees, directors and consultants of the Company or its Subsidiaries are on usual and normal terms which do not and will not in any way impose any unusual or onerous obligation on the Company or its Subsidiaries and all subsisting contracts of service, contracts for services and consultancy agreements to which the Company or its Subsidiaries is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and there are no claims pending or, to the Company's best knowledge, threatened or capable of arising against the Company or its Subsidiaries, by any employee, director, consultant or third party, in respect of any accident or injury not fully covered by insurance, with such exceptions as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; each of the Company and its Subsidiaries has, in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants), complied with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of services, employment or consultancy with such exceptions as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;

- (aaa) (A) both the Company and its Subsidiaries have complied in all material respects with all applicable data protection Laws; (B) neither the Company nor its Subsidiaries has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant data protection 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; (C) neither the Company nor its Subsidiaries 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, unauthorized destruction or unauthorized disclosure of data in the previous three years and there is no outstanding order against the Company or its Subsidiaries in respect of the rectification or erasure of data; and (D) to the Company's best knowledge, no warrant has been issued authorizing the data

protection Governmental Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or its Subsidiaries for the purposes of, inter alia, searching them or seizing any documents or other material found there;

- (bbb) (A) there is (i) no material dispute with the directors of the Company or its Subsidiaries and no strike, labour dispute, slowdown or stoppage or other conflict with the employees of the Company or its Subsidiaries pending or threatened against the Company and/or its Subsidiaries; and (ii) no material existing union representation dispute concerning the employees of the Company or its Subsidiaries; and (B) there have been and are no material violations of any applicable labour and employment Laws by the Company or its Subsidiaries;

- (ccc) except in each case which would not, or could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect (A) the Company and its Subsidiaries and their respective properties, assets and operations are in compliance with applicable Environmental Laws (as defined below), and both the Company and its Subsidiaries hold and are in compliance with all Approvals and Filings required under applicable Environmental Laws (as defined below); (B) the Company is not aware of any past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to the Company or its Subsidiaries under, or to interfere with or prevent compliance by the Company or its Subsidiaries with, applicable Environmental Laws; and (C) neither the Company nor its Subsidiaries (i) to the best knowledge of the Company, is the subject of any investigation; (ii) to the best knowledge of the Company has received any notice or claim; (iii) to the best knowledge of the Company is a party to or affected by any pending or threatened action, suit, proceeding or claim; (iv) is bound by any judgment, decree or order; or (v) has entered into any agreement, in each case relating to any alleged violation of any applicable Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) to the best knowledge of the Company (as used herein, **“Environmental Law”** means any national, provincial, municipal or other local or foreign law, statute, ordinance, rule, regulation, order, notice, directive, decree, judgment, injunction, permit, license, authorization or other binding requirement, or common law, relating to health, safety, the environment (including, without limitation, the protection, clean-up or restoration thereof) or natural resources, including those relating to the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and **“Hazardous Materials”** means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law);

- (ddd) the Company and its Subsidiaries carry, or are entitled to the benefits of, insurance with insurers of recognized financial responsibility, in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect;; the Company and its Subsidiaries are in compliance with the terms of all such insurance in all material respects and there are no claims by the Company or its Subsidiaries under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause; neither the Company nor its

Subsidiaries has any reason to believe that it will not be able to (A) renew its existing insurance coverage as and when such policies expire or (B) obtain comparable coverage from reputable insurers of similar financial standing as may be necessary or appropriate for its business and operations as now conducted on commercially reasonable terms; neither the Company nor its Subsidiaries has been denied any insurance coverage which it has sought or for which it has applied, except where such denial would not, or could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; the description of the Group's insurance coverage contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular is true, accurate and not misleading;

- (eee) except as would not, individually or in aggregate, result in a Material Adverse Effect, nothing has been done or has been omitted to be done whereby any of the insurance policies taken out by or for the benefit of the Company or its Subsidiaries has or may become void or voidable and the Company or its Subsidiaries is entitled to the full benefits of such insurances.
- (fff) each of the Company and its Subsidiaries has established and maintains and evaluates a system of internal controls over accounting and financial reporting sufficient to provide reasonable assurance in all material respects that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to Government Authorities as and when required by them and financial statements in compliance with IFRS and maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; (E) each of the Company and its Subsidiaries has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with IFRSs; (F) the directors of the Company and its Subsidiaries are able to make a proper assessment of the financial position and prospects of the Company and its Subsidiaries, taken as a whole, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; and (G) neither the Company nor its Subsidiaries has experienced any material difficulties with regard to clauses (A) through (F) above during the Track Record Period (as defined in the Hong Kong Public Offering Documents and the Preliminary Offering Circular); there are no material weaknesses or significant deficiencies in the internal controls over accounting and financial reporting of the Company and its Subsidiaries and no changes in the internal controls of the Company and its Subsidiaries over accounting and financial reporting or other factors during the Track Record Period (as defined in the Hong Kong Public Offering Documents and the Preliminary Offering Circular) that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the internal controls over accounting and financial reporting of the Company and its Subsidiaries;
- (ggg) each of the Company and its Subsidiaries has established and maintains and evaluates

disclosure and corporate governance controls and procedures in all material respects to ensure that (A) all material information relating to the Company or its Subsidiaries is made known in a timely manner to the Company's directors and management by others within those entities; and (B) the Company and its directors comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance and the Companies (Winding Up and Miscellaneous Provisions) Ordinance and any other applicable Law, including, without limitation, the requirements of the Listing Rules and the Securities and Futures Ordinance on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term **"disclosure and corporate governance controls and procedures"** means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarized and reported, in a timely manner and in any event within the time period required by applicable Law);

- (hhh) any issues identified and as disclosed in any report prepared by the Internal Control Consultant have been rectified or improved or being improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its directors with all applicable Laws in all material respects, and no such issues have materially adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws;
- (iii) the statutory books, books of account and other records of whatsoever kind of each of the Company and its Subsidiaries is in its possession, up-to-date and contain complete and accurate records in all material respects as required by Law to be dealt with in such books and no notice or allegation that any of these books or records is incorrect or should be rectified has been received; all accounts, documents and returns required by Law to be delivered or made to the Registrar of Companies in Hong Kong or any other Government Authority in any jurisdiction have been duly and correctly delivered or made in all material respects;
- (jjj) each of the Company, its Subsidiaries, the Controlling Shareholders and/or any of their respective directors, supervisors, officers, and, to the best knowledge of the Company, employees, Affiliates, agents and representatives and any person associated with or acting on behalf of any of the foregoing (A) has not taken and will not take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled (in whole or in part) entity or of a public international organization, or any person acting in an

official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in the PRC, Hong Kong, the United States, the European Union or any other jurisdiction to influence official action or secure an improper advantage; and (B) has not made or authorized and will not make or authorize any contribution, payment or give of funds or property to any candidate for public office, a government or government-owned or controlled (in whole or in part) entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office in the PRC, Hong Kong, the United States, the European Union or any other jurisdiction, in either case of (A) and (B), where either the payment or gift or the purpose of such contribution, payment or gift was or is prohibited under any applicable rules, regulations, guidelines, measures, notices or circulars (in each case, to the extent mandatory or, if not complied with, the basis for legal, administrative or regulatory consequences), orders, judgments, decrees, rulings or other binding requirements of any relevant Governmental Authority of any locality, including but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder (the “**FCPA**”) or any bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit in any jurisdiction in connection with the business activities of the Company, its Subsidiaries and/or the Controlling Shareholders, as applicable; the Company, its Subsidiaries, the Controlling Shareholders and their respective Affiliates have conducted their businesses at all times in compliance with all applicable anti-bribery or anti-corruption laws including but without limitation to the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), any Law promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Interim Regulation of the State Administration for Industry and Commerce on Prohibition of Commercial Bribery, the FCPA, the United Kingdom Bribery Act of 2010 or any other Law of similar purpose and scope (collectively, the “**Anti-Bribery Laws**”) and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein; neither the Company, its Subsidiaries, the Controlling Shareholders nor any director, officer or supervisor of the Company, its Subsidiaries, the Controlling Shareholders nor, to the best knowledge of the Company, any of their respective employees, Affiliates, agents or representatives has violated or is in violation of any provision of the Anti-Bribery Laws;

- (kkk) the operations of each of the Company, its Subsidiaries and/or the Corporate Members of the Controlling Shareholders have been conducted at all times in compliance with applicable financial recordkeeping, reporting and all other requirements of the applicable anti-money laundering laws, regulations or government guidance regarding anti-money laundering, and international anti-money laundering principles or procedures of the PRC, Hong Kong, the United States and the United Kingdom, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (Cap. 615 of the Laws of Hong Kong), the Anti-Money Laundering Law of the PRC, the Bank Secrecy Act of 1970, as amended by Title III of the Uniting and Strengthening America by Providing

Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (to the extent applicable to such person), the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, the FCPA, and the United Kingdom Bribery Act of 2010, as amended (collectively, the “**Anti-Money Laundering Laws**”), and each of the Company, its Subsidiaries and the Controlling Shareholders has instituted and maintains policies and procedures designed to ensure continued compliance with the applicable Anti-Money Laundering Laws and to the best knowledge of the Company, no action, suit, proceeding, investigation or inquiry by or before any Governmental Authority or any arbitrator involving the Company, its Subsidiaries and/or the Controlling Shareholders with respect to the applicable Anti-Money Laundering Laws is pending or threatened; none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the consummation of any other transaction contemplated by this Agreement, or the provision of services contemplated by this Agreement to the Company will result in violation of any Anti-Money Laundering Laws;

- (III) (A) none of the Company, its Subsidiaries, the Controlling Shareholders, any of their respective directors, officers, or to the best knowledge of the Company, employees, agents, representatives or affiliates or other person acting on their behalf (a) is controlled or 50% or more owned in the aggregate by any individuals or entities that are, currently the subject of any sanctions administered or enforced by the United States (including, without limitation, any administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the Bureau of Industry and Security of the U.S. Department of Commerce and the U.S. Customs and Border Protection), the United Nations Security Council, the European Union, His Majesty’s Treasury or other sanctions authority which may assert jurisdiction over the Company (collectively, the “**Sanctions**” and such persons, “**Sanctioned Persons**” and each such person, a “**Sanctioned Person**”); (b) is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions 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 People’s Republic and Luhansk People’s Republic located in Ukraine (collectively, the “**Sanctioned Countries**” and each, a “**Sanctioned Country**”)); or (c) intends to use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds to the Company or any of its Subsidiaries, joint venture partner or other individual or entity, that could or would result in a violation of any Sanctions by any individual or entity (including any individual or entity participating in the offering, whether as underwriter, advisor, investor or otherwise); (B) neither the Company, its Subsidiaries, nor any of their respective directors or officers, nor, to the knowledge of the Company, any employee, agent or affiliate or other person acting on behalf of the Company or any of the Company’s Subsidiaries 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; (C) the Company intends to use the proceeds from the Global Offering in the manner as set forth in the section “Future Plans and Use of Proceeds” of each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular, and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to the Company or its Subsidiaries or other person or entity, for the purpose of financing any activities or business of or with any Sanctioned Person, or of, with or in any Sanctioned Countries

or the Xinjiang Uyghur Autonomous Region of the PRC, or in any other manner that could result in a violation by any individual or entity (including, without limitation, by the Hong Kong Underwriters) of any of the Sanctions; (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the consummation of any other transaction contemplated hereby, or the provision of services contemplated by this Agreement to the Company will result in a violation (including, without limitation, by the Hong Kong Underwriters) of any of the Sanctions; and (E) each of the Company, its Subsidiaries and the Controlling Shareholders has instituted and will remain policies and procedures designed to ensure continued compliance with any applicable Laws related to Sanctions.

- (mmm) (A) the statements set forth in the section headed “Future Plans and Use of Proceeds” in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular including the breakdown of the estimated use of the net proceeds, represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, proper and careful consideration and enquiry, and are complete, true and accurate and not misleading in all material respects; (B) all material Approvals and Filings under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over, the Company, its Subsidiaries and/or the Controlling Shareholders 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 Hong Kong Public Offering Documents and the Preliminary Offering Circular, have been obtained or made; and (C) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, will not contravene, conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of a lien, charge or Encumbrance upon any property or assets of the Company, its Subsidiaries or the Controlling Shareholders pursuant to (i) the articles of association or other constituent or constitutive documents or the business license (if applicable) of the Company, its Subsidiaries; (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company, its Subsidiaries is a party or by which the Company, its Subsidiaries or the Controlling Shareholders is bound or any of their respective properties or assets may be bound or affected; or (iii) any Laws applicable to the Company, its Subsidiaries or any of their respective properties or assets, except in the cases of (C)(ii) and (iii), such as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;
- (nnn) the statements set forth in the sections headed “Summary,” “Risk Factors,” “History, Reorganization and Corporate Structure,” “Industry Overview,” “Regulatory Overview,” “Business,” “Share Capital,” “Underwriting,” “Structure of the Global Offering,” “Appendix III — Summary of the Constitution of Our Company and Cayman Companies Act,” “Appendix IV — Statutory and General Information” and

“Plan of Distribution” in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (as applicable), insofar as they purport to describe provisions of laws, regulations, documents and other legal matters referred to therein, are a fair, complete and accurate summary of the relevant laws, regulations, documents and legal matters;;

- (ooo) all public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice and all filings and submissions provided by or on behalf of the Company, its Subsidiaries and/or the Controlling Shareholders or any of their respective directors, supervisors, officers, employees, Affiliates, representatives or agents to the Stock Exchange, the SFC, and/or any other applicable Governmental Authority) have complied and will comply with all applicable Laws;
- (ppp) each of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisors for the Company is independent of the Company and/or the Controlling Shareholders (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 has granted its consent to including its report, opinions, letters or certificates (as the case may be) in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;
- (qqq) (A) the factual contents of the respective reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisors for the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the factual contents of any of such reports, opinions, letters or certificates misleading in all material respects; none of the Company and the directors of the Company disagrees with any aspects of such reports, opinions, letters or certificates, and the opinions attributed to the directors of the Company in such reports, opinions, letters or certificates are held in good faith based upon facts within their knowledge; and (B) no material information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisors for the Company, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular) and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading in all material respects;
- (rrr) each forward-looking statement contained in the Hong Kong Public Offering Documents or the Preliminary Offering Circular has been made or reaffirmed with a reasonable basis and in good faith;
- (sss) the forecast information included in the memorandum of profit forecast for the year ending December 31, 2024 and working capital forecast for the year ending December 31, 2024 and for the year ending December 31, 2025 adopted by the Board of Company and reviewed by the Reporting Accountants in connection with their

letter on the Company's profit forecast and sufficiency of working capital (the **"Prospective Financial Information"**) (A) was made by the Company after due and proper consideration and represents reasonable and fair expectations honestly held based on facts known to the Company and the Controlling Shareholders on the date of this Agreement, the Prospectus Date and the date of the Preliminary Offering Circular and the bases and assumptions stated in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and (B) has been properly compiled based on the assumptions described therein; the assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in forecasting net loss for the year ending December 31, 2024 and the working capital of the Group for the year ending December 31, 2025, and (ii) reflect, for each relevant period, a reasonable forecast or estimate, as applicable, by the Company of the events, contingencies and circumstances described therein; and the Prospective Financial Information presents reasonable estimates by the Company, on the date of this Agreement, the Prospectus Date and the date of the Preliminary Offering Circular, of the net loss for the year ending December 31, 2024 and the working capital of the Group for the year ending December 31, 2025;

(ttt) all statistical, market-related, operational, preclinical and clinical data included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular that come from the Company have been derived from the records of the Company and its Subsidiaries using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects and not misleading; all statistical, market-related, operational, preclinical and clinical data included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular that come from sources other than the Company are based on or derived from sources described therein which the Company has no reason to believe such sources made any untrue statement of a material fact or omit to state a material fact necessary in order to make the statement made, in light of the circumstances under which they were made, not misleading; and the Company has obtained the written consent to the use of such data from such sources to the extent required (for avoidance of doubt, the Industry Consultant did not require the Company to provide such written consents);

(uuu) (A) the descriptions of the events and transactions set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the section headed "History, Reorganization and Corporate Structure," including those relating to the Pre-IPO Investments (as defined in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular), are complete, true and accurate in all material respects and not misleading, and there are no other facts or matters the omission of which would or may make such disclosure in relation to the pre-IPO investments misleading; (B) none of the events and transactions set forth in the Hong Kong Public Offering Documents and the Preliminary Offering Circular under section headed "History, Reorganization and Corporate Structure," including any relating to the Pre-IPO Investments, contravenes (i) any provision or conditions of any Laws, any Approvals and Filings or any Governmental License of the Company or its Subsidiaries; (ii) any provision of the constitutive documents of the Company or its Subsidiaries; (iii) the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, loan agreement, note, lease or other agreement or instrument binding upon the Company or its Subsidiaries; or (iv)

any judgment, order or decree of, or any undertaking made to, any Governmental Authority having jurisdiction over the Company or its Subsidiaries, and will not result in the creation or imposition of any Encumbrance or other restriction upon any assets of the Company or its Subsidiaries, except in the case of (i) and (iii) where such contravention would not, or could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect; the Pre-IPO Investments in the Company are in compliance with the applicable Guides issued and updated by the Stock Exchange;

- (vvv) all Approvals and Filings required in connection with the events and transactions set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the section headed “History, Reorganization and Corporate Structure” have been made or obtained in writing, and no such Approvals and Filings or Governmental License has been withdrawn or is subject to any condition precedent which has not been fulfilled or performed and the Company is not aware of or has any reason to believe that any Governmental Authority in Hong Kong, the PRC or elsewhere is considering revoking such Approvals and Filings, suspending or modifying such; there are no legal, administrative or governmental proceedings pending anywhere challenging the effectiveness or validity of the events and transactions set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the section headed “History, Reorganization and Corporate Structure” and no such proceedings are, to the best knowledge of the Company, threatened or contemplated by any Governmental Authority in Hong Kong, the PRC or elsewhere;
- (www) each of the documents or agreements executed by the Company, its Subsidiaries and/or any of the Controlling Shareholders (where applicable) in connection with the events and transactions set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the section headed “History, Reorganization and Corporate Structure” (the “**Pre-IPO Documents**”) has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms; and other than the Pre-IPO Documents, there are no other documents or agreements, written or oral, relating to the Company, its Subsidiaries and/or any of the Controlling Shareholders (where applicable) in connection with the events and transactions set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the section headed “History, Reorganization and Corporate Structure” which have not been previously provided, or made available, to the Joint Sponsors, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters;
- (xxx) all contracts or agreements which are required to be disclosed as material contracts in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or filed therewith 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 material contracts which have not been so disclosed and filed will, without the written consent of the Joint Sponsors and the Joint Overall Coordinators, be entered into, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date; neither the Company nor its Subsidiaries has sent or received any

communication regarding termination of, or intent not to renew, any of such material contracts, and no such termination or non-renewal has been threatened by the Company, its Subsidiaries or, to the best knowledge of the Company, any other party to any such contract or agreement;

- (yyy) each of the contracts listed as a material contract in the section headed “Appendix IV — Statutory and General Information — Further Information About Our Business — Summary of Material Contracts” in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms;
- (zzz) none of the Company, its Subsidiaries has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not on an arm’s length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms within six months after the date it was entered into or undertaken or is incapable of termination by either the Company, its Subsidiaries or the Controlling Shareholders (as relevant) on six months’ notice or less);
- (aaaa) neither the Company nor its Subsidiaries is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction;
- (bbbb) neither the Company nor the Controlling Shareholders has any reason to believe that any significant distributor, customer or supplier of the Company or its Subsidiaries, taken as a whole, is considering ceasing to deal with the Company or its Subsidiaries or reducing the extent or value of its dealings with the Company or its Subsidiaries;
- (cccc) neither the Company nor its Subsidiaries is a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or its Subsidiaries has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made);
- (dddd) in respect of the connected transactions (as defined in the Listing Rules) of the Company (the “**Connected Transactions**”), (A) the statements set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular relating to the Connected Transactions are complete, true and accurate in all material respects, and there are no material facts or matters the omission of which would make any such statements, in light of the circumstances under which they were made, misleading, and there are no other Connected Transactions which are required by the Listing Rules but have not been disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (B) all information (including, without limitation, historical figures) disclosed or made available (or which ought reasonably or have been disclosed or made available) in writing or orally by or on behalf of the Company to the Joint Overall Coordinators, the Joint Global Coordinators, the Underwriters, the Reporting Accountants, the legal and other advisers to the Company or to the Underwriters, the Stock Exchange and/or the SFC

was so disclosed or made available in full and in good faith, and except as subsequently disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular or notified to the Stock Exchange and/or the SFC, was and remains complete, true and accurate in all material respects, and there is no other material information which has not been provided the result of which would make the information so received misleading; (C) the Connected Transaction disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular or notified to the have been entered into and carried out, and will be carried out, in the ordinary course of business and on commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and its directors, in coming to their view, have made due and proper inquiries and investigation of such Connected Transactions; (D) the Company has complied with and will continue to comply with the terms of the Connected Transactions disclose in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular so long as the agreement or the arrangement relating thereto is in effect, and shall inform the Joint Overall Coordinators promptly should there be any breach of any such terms before or after the listing of the Shares on the Stock Exchange; (E) the Connected Transactions and each of the Related Agreements as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and in full force and effect; and (F) each of the Connected Transactions disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular was and will be carried out by the Group in compliance with all applicable Laws;

- (eeee) (A) there are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or any of its Subsidiaries to or for the benefit of any of the officers, directors, director nominees or supervisors of the Company and any of its Subsidiaries or any of their respective family members or any corporate body, trust or entity in which any of them or their respective family members has a controlling interest, except as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; and (B) neither the Company nor any of its Subsidiaries has extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any officer, director, director nominee or supervisor of the Company or any of its Subsidiaries, except as would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;
- (ffff) neither the Company nor its Subsidiaries 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;
- (gggg) there will be no continuing connected transactions (as defined under the Listing Rules) between the Company and a connected person (as defined under the Listing Rules) subsisting immediately upon completion of the Global Offering and, except as disclosed in each of the Hong Kong Public Offering Documents and the

Preliminary Offering Circular, there are no relationships or transactions not in the ordinary course of business between the Company and its respective customers, distributors or suppliers subsisting immediately upon completion of the Global Offering;

- (hhhh) no material indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts with current directors, supervisors or officers of the Company or its Subsidiaries) is or will be outstanding between the Company or its Subsidiaries, on the one hand, and any substantial shareholder or supervisor or any current or former director, supervisor or any officer of the Company or its Subsidiaries, or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand;
- (iiii) no director, supervisor or officer of the Company (or its associates) or 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 the Company or its Subsidiaries to the extent that there could be a conflict of interests between such director, supervisor officer or the Controlling Shareholders, as the case may be, or any of his, her or its associates and the general body of shareholders of the Company, nor is any director, supervisor or officer of the Company (or its associates) or the Controlling Shareholders, either alone or in conjunction with or on behalf of any other person, interested in any business that competes or is likely to compete, directly or indirectly, with the business of the Company or its Subsidiaries and would require disclosure under the Listing Rules, nor is any director of the Company (or its associates) or any of the Controlling Shareholders interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to the Company or its Subsidiaries; none of the directors of the Company, the Controlling Shareholders nor any of their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with the Company or its Subsidiaries which is subsisting and which is material in relation to the business of the Company or its Subsidiaries;
- (jjjj) (A) all returns, reports or filings required by Laws or the Governmental Authorities to be filed by or in respect of the Company or its Subsidiaries for Taxation purposes have been duly and timely filed, except those for which the failure to duly and timely file would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, and all such returns, reports or filings are up to date and are complete, true and accurate and not misleading in all material respects and are not the subject of any dispute with any taxing or other Governmental Authority and, to the best knowledge of the Company, there are no circumstances that are likely to give rise to any such dispute; (B) all material Taxes due or claimed to be due from the Company and its Subsidiaries have been duly and timely paid, and there is no deficiency for Taxation that has been asserted against the Company or its Subsidiaries, other than, in each case, those being contested in good faith by legal actions, suits or proceedings and for which adequate reserves have been made of if the failure to pay any Tax would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; and (C) the provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering

Circular included appropriate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or its Subsidiaries was then or could reasonably be expected thereafter to become or has become liable;

- (kkkk) each of the waivers and other relief, concession and preferential treatment relating to Taxation granted to the Company or its Subsidiaries by any Governmental 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 any applicable Law;
- (llll) save as described in both the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxation and no capital gains, income, goods and services tax, value added tax, business tax, withholding or other similar Taxes are payable by or on behalf of the Company or its Subsidiaries in Hong Kong, the PRC, the Cayman Islands, the British Virgin Islands or to any taxing or other Governmental Authority thereof or therein in connection with (A) the execution, delivery and performance of this Agreement and the International Underwriting Agreement and the Related Agreements; (B) the creation, allotment and issuance of the Offer Shares; (C) the offer, allotment, issue, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus; (D) the offer, allotment, issue, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or the subsequent purchasers in the manner contemplated in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited;;
- (mmmm) all dividends and other distributions declared and payable on the Shares of the Company are except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong, the Cayman Islands or the PRC (as the case may be) or any taxing or other Governmental Authority thereof or therein;
- (nnnn) the all the interests and short positions of each of the directors in the Shares, underlying shares 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 Divisions 7 and 8 of Part XV of such Ordinance, or which will be required pursuant to section 352 of such 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 Companies in Use Listing Rules, in each case once the Shares are listed, and to the extent applicable, in any assets which, in the two years preceding the date of the Hong Kong Prospectus, have been acquired or disposed of by, or leased to, the Company or its Subsidiaries or are proposed to be acquired, disposed of by, or leased to, the Company or any of its Subsidiaries, are fully, completely and accurately disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

- (oooo) none of the Company's Subsidiaries is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the share capital or other equity interests of or in the relevant Subsidiaries, from repaying to the Company any loans or advances to the relevant Subsidiaries from the Company or from transferring any of the properties or assets of the relevant Subsidiaries to the Company or any other Subsidiaries;
- (pppp) none of the Company, the Controlling Shareholders and their respective Affiliates, as such term is defined in Rule 501(b) under the Securities Act (collectively, "**Affiliates**" and each, an "**Affiliate**") nor any person acting on behalf of any of the foregoing (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of (i) any "general solicitation or general advertising" within the meaning of Rule 502(c) under the Securities Act or any other conduct involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) any "directed selling efforts" within the meaning of Rule 902 under the Securities Act; each of the Company, the Controlling Shareholders and their respective Affiliates and any person acting on its or their behalf has complied with the offering restrictions requirement of under Rule 903 of the Securities Act;
- (qqqq) none of the Company, its Subsidiaries, the Controlling Shareholders, its affiliates or any person acting on their respective behalf has paid or agreed to pay any person any compensation for soliciting another to purchase any securities of the Company (except as contemplated in this Agreement or the International Underwriting Agreement);
- (rrrr) none of the Company or its Subsidiaries is a party to a joint venture or shareholders' agreement which is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties;
- (ssss) it is not necessary in connection with the offer, sale and delivery of the Hong Kong Offer Shares to the Hong Kong Underwriters and the subsequent purchasers thereof (including the offer, sale and delivery of the Cornerstone Shares) or the initial resale of the Hong Kong Offer Shares by the Hong Kong Underwriters in the manner contemplated by this Agreement, the Cornerstone Investment Agreements, the International Underwriting Agreement, the Hong Kong Public Offering Documents and the Preliminary Offering Circular to register the Offer Shares under the Securities Act;
- (tttt) the Company is a "foreign issuer" within the meaning of Regulation S under the Securities Act;
- (uuuu) there is no "substantial U.S. market interest" within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares;
- (vvvv) none of the directors has a service contract with the Company or any of its Subsidiaries which is required to be disclosed in each of the the Hong Kong Public

Offering Documents and the Preliminary Offering Circular; none of the Company, its Subsidiaries, the Controlling Shareholders or their respective supervisors, directors, officers, employees, Affiliates or agents, 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 Joint Overall Coordinators have notified the Company of the completion of the distribution of the International Offer Shares, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the 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;

(www) none of the Company, its Subsidiaries, the Controlling Shareholders and their respective supervisors, directors, officers, to the Company's best knowledge, Affiliates or agents, nor any person acting on behalf of any of them; (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, save for the appointment of the stabilizing manager of the Global Offering as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (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 Hong Kong Underwriters or any person acting for them as Stabilizing Manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise;

(xxxx) under the Laws of Hong Kong, the PRC and any other jurisdiction, neither the Company, its Subsidiaries, nor the Controlling Shareholders nor any of their properties, assets or revenues is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral awards; the irrevocable and unconditional waiver and agreement of the Company and the Controlling Shareholders in Section 18 hereof not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of the Company and the Controlling Shareholders under the Laws of Hong Kong, the PRC and any other jurisdiction;

(yyyy) the choice of law provisions set forth in this Agreement do not contravene the PRC and Hong Kong laws and will be recognized and given effect to by the courts of the PRC and Hong Kong; the Company and the Controlling Shareholders can sue and be sued in its own name under the Laws of the PRC and Hong Kong; the waiver of immunity on the grounds of sovereignty or crown status or otherwise do not contravene the PRC and Hong Kong laws and will be recognized and given effect to by the courts of the PRC and Hong Kong; the agreement that this Agreement shall be

governed by and construed in accordance with the laws of Hong Kong do not contravene the PRC laws and are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by PRC and Hong Kong courts; service of process effected in the manner set forth in this Agreement will be effective to confer valid personal jurisdiction over the Company and the Controlling Shareholders; the arbitration agreement contained in this Agreement is a valid and effective agreement by the Company and the Controlling Shareholders to submit to arbitration; the agreement that each party to this Agreement shall defer any dispute to arbitration, and the agreement that the arbitration 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 PRC and Hong Kong courts; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company and the Controlling Shareholders under this Agreement will be recognized and enforced by the PRC and Hong Kong courts subject to the uncertainty as disclosed in the section of each of the Hong Kong Public Offering Documents and the Preliminary Final Offering Circular;

- (zzzz) it is not necessary under the Laws of Hong Kong or the PRC that any of the Joint Sponsors, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or Hong Kong Underwriters (other than those incorporated, registered or organized 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 (A) to enable them to enforce their respective rights under this Agreement or the International Underwriting Agreement or any other document to be furnished hereunder or thereunder, or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement;
- (aaaaa) each of the Company and the Controlling Shareholders has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 7 hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean “the Company” and “the Controlling Shareholders”, and “we” or “us” or “our” shall mean the Joint Sponsors, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters;
- (bbbbbb) the directors of the Company collectively have the experience, qualifications, competence and integrity to manage the Company’s business and comply with the Listing Rules, and individually have the experience, qualifications, competence and integrity to perform their individual roles, including an understanding of the nature of their obligations and those of the Company as a company listed on the Main Board of the Stock Exchange under the Listing Rules and other legal or regulatory requirements relevant to their roles;
- (ccccc) there are no contracts, agreements or understandings between the Company, its Subsidiaries and/or the Controlling Shareholders and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to International Underwriting Agreement) that would give rise to any claim against the Company, its Subsidiaries, the Controlling Shareholders or any Hong Kong Underwriter for brokerage commissions, finder’s fees or other payments in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public

Offering Documents and the Preliminary Offering Circular;

- (dddd) none of the Company, its Subsidiaries or the Controlling Shareholders has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements;
- (eeee) none of the Company, its Subsidiaries, the Controlling Shareholders and any of their respective substantial shareholders, directors, supervisors, officers, employees, Affiliates, advisers or agents has provided to any investment research analyst, whether directly or indirectly, formally or informally, in writing or verbally, any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or its Subsidiaries that is not (A) reasonably expected to be included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; or (B) publicly available;
- (ffff) none of the directors of the Company has revoked or withdrawn the authority and confirmation in the responsibility letter, statement of interests, power of attorney, director's certificate, declaration and undertaking with regard to directors and confirmation letter, issued by him or her to the Stock Exchange, the Company, the Joint Sponsors and/or the Joint Overall Coordinators, and such authority and confirmations remain in full force and effect; and
- (gggg) all the interests or short positions of each of the Directors in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the 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 such Ordinance and the Model Code for Securities Transactions by directors of Listed Companies in the Listing rules, in each case once the Shares are listed, are fully and accurately disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

In addition, any certificate signed by any officer or director of the Company and delivered to the Joint Sponsors, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any counsel for the Hong Kong Underwriters in connection with the Hong Kong Public Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Joint Sponsors, Joint Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers and Hong Kong Underwriter.

PART B

ADDITIONAL REPRESENTATIONS AND WARRANTIES GIVEN BY THE CONTROLLING SHAREHOLDERS

Each of the Controlling Shareholders jointly and severally represents and warrants to, and agrees with, each of the Joint Sponsors, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters as follows:

- (a) each of ZTan Limited, Wispirits Limited, Wiseforward Limited and Neurobright Limited (the “**Corporate Members of the Controlling Shareholders**”) has been duly incorporated and is validly existing and in good standing under the Laws of the jurisdiction of its establishment, incorporation, registration or organization; each of the Corporate Members of the Controlling Shareholders has the corporate power and authority to execute, deliver and perform its obligations pursuant to this Agreement, the International Underwriting Agreement and any Related Agreements to which it is a party, and is capable of suing and being sued in its own name;
- (b) the articles of association and other constitutional documents of each of the Corporate Members of the Controlling Shareholders comply with the requirements of the Laws of the jurisdiction of its establishment, incorporation, registration or organization, and are in full force and effect;
- (c) each of Mr. Tan and Dr. Wang (the “**Individual Members of the Controlling Shareholders**”) has the full right and power to execute, deliver and perform his obligations under this Agreement, the International Underwriting Agreement and any Related Agreements to which he is a party, and is capable of suing and being sued in his own name;
- (d) as of the date of this Agreement, each of the Individual Members of the Controlling Shareholders is the legal and beneficial owner of the issued share capital of the Company as shown in the Hong Kong Public Offering Documents and the Preliminary Offering Circular;
- (e) the Controlling Shareholders are not entitled to any preemptive or similar rights to acquire the Offer Shares. There is no option, warrant, or other agreement or commitment obligating, or which may obligate, such Controlling Shareholders to sell Shares or any other securities of the Company, and there are no securities held by the Controlling Shareholders convertible into or exchangeable for any equity securities of the Company;
- (f) each of this Agreement, the International Underwriting Agreement and any Related Agreements (to the extent it is a party to) has been duly authorized, executed and delivered by the Controlling Shareholders and constitutes a legal, valid and binding agreement of the Controlling Shareholders, enforceable in accordance with its terms;
- (g) the execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Related Agreements and any other document required

to be executed by the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Related Agreements, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of a lien, charge or Encumbrance on any property or assets of the Controlling Shareholders pursuant to (A) the articles of association or other constituent or constitutive documents or the business license of each of the Corporate Members of the Controlling Shareholders, (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any of the Controlling Shareholders is a party or by which any of the Controlling Shareholders is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to any of the Controlling Shareholders or their respective properties or assets, except for, such breaches, violations or defaults in the case of (B) and (C) of this paragraph that would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;

- (h) none of the information included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular contains or will contain any untrue statement of a fact in relation to each of the Controlling Shareholders or omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- (i) none of the Controlling Shareholders has conducted, caused and/or procured any private placing or transfer of shares of the Company within the six months prior to the Global Offering;
- (j) save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no indebtedness (actual or contingent) and no contract or arrangement is outstanding between any member of the Group and any of the Controlling Shareholders or any company (excluding the Company and its Subsidiaries) or undertaking which is owned or controlled by any of the Controlling Shareholders (whether by way of shareholding or otherwise); and
- (k) all amounts of a non-trade nature due to each member of the Controlling Shareholders (as applicable) by the Company and its Subsidiaries have been settled, and all guarantees provided to the Company and its Subsidiaries by any of the Controlling Shareholders and/or its close associates (excluding the Company and its Subsidiaries) have been released.

In addition, any certificate signed by any officer or director of each of the Controlling Shareholders (as applicable) and delivered to the Joint Sponsors, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any counsel for the Hong Kong Underwriters in connection with the Hong Kong Public Offering shall be deemed to be a representation and warranty by

the Company, as to matters covered thereby, to each Joint Sponsors, Joint Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers and Hong Kong Underwriters.

SCHEDULE 4

CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal Documents

1. 2 original or certified true copies of the written resolutions or meeting minutes of the shareholders of the Company, dated December 24, 2024 in relation to the Global Offering referred to in Appendix IV to the Prospectus.
2. 2 original or certified true copies of the resolutions of the Board, or a committee of the Board:
 - 2.1 approving and authorizing this Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - 2.2 approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Offer Shares pursuant thereto;
 - 2.3 approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;
 - 2.4 approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and
 - 2.5 approving the Verification Notes (subject to necessary amendments).
3. 2 original or certified true copies of the resolution of the directors of each of ZTan Limited, Wispirits Limited, Wiseforward Limited and Neurobright Limited approving and authorizing, *inter alia*, the execution of this Agreement and such documents as may be required to be executed by them pursuant to this Agreement or which are necessary or incidental to the Global Offering and the execution on their behalf of, and the performance by the Controlling Shareholders of their obligations under, each such document.
4. 2 original or certified true copies of the Share Registrar Agreement duly signed by the parties thereto.
5. 2 original or certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
6. 2 original or certified true copies of the FINI Agreement duly signed by the parties thereto.

7. 2 certified true copies of the Articles of Association which were adopted by its shareholders and will take effect upon Listing.
8. 2 certified true copies of each of the Certificate of Incorporation and Certificate of Incorporation on Adoption of Dual Foreign Name of the Company.
9. 2 certified true copies of the Certificate of Registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance.
10. 2 certified true copies of the current Business Registration Certificate of the Company.
11. 2 original or certified true copies of the service contracts (or letters of appointment in respect of the independent non-executive Directors) (if any) of each of the Directors.
12. 2 original or certified true copies of each of the responsibility letters, powers of attorney and statements of interests signed by each of the Directors.
13. 2 original or certified true copies of each of the material contracts referred to in the section of the Prospectus headed “Appendix IV – Statutory and General Information – Further Information About Our Business – 1. Summary of Material Contracts” (other than this Agreement).
14. 2 original or certified true copies of the undertaking from the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
15. 2 original or certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

Documents relating to the Hong Kong Public Offering

16. 2 printed copies of the Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney.
17. 2 signed originals of the Verification Notes duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorized attorneys).
18. 2 signed originals of the accountants’ report of the Company dated the Prospectus Date from the Reporting Accountant, the text of which is contained in Appendix I to the Prospectus.
19. 2 signed originals of the letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, relating to 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.
20. 2 signed originals of the letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Company confirming, *inter alia*, the indebtedness statement contained in the Prospectus, in a form previously agreed by the Reporting Accountant with the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

21. 2 signed originals of the letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, relating to the working capital sufficiency of the Company in a form previously agreed by the Reporting Accountant with the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).
22. 2 original or certified true copies of the memorandum on the profit forecast and the working capital forecast adopted by the Board and reviewed by the Reporting Accountant in connection with their letters on the Company's profit forecast and sufficiency of working capital respectively.
23. 2 signed originals of the Hong Kong comfort letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators, and the Hong Kong Underwriters, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
24. 2 signed originals of the legal opinion from the Company's PRC Counsel dated the Prospectus Date in respect of (i) properties owned and leased by the Group and (ii) the establishment, business and legal status of the Group under PRC Laws in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
25. 2 signed originals of the legal opinion from the Underwriters' PRC Counsel dated the Prospectus Date in respect of (i) properties owned and leased by the Group and (ii) the establishment, business and legal status of the Group under PRC Laws in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
26. 2 signed originals of the legal opinion from the Company's Cayman Counsel dated the Prospectus Date in respect of matters concerning the Group, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
27. 2 signed originals of the letter from the Company's Cayman Counsel dated the Prospectus Date which summarizes certain aspects of the Laws of the Cayman Islands referred to in Appendix III to the Prospectus, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
28. 2 signed originals of the legal opinion from Walkers (Hong Kong) dated the Prospectus Date in respect of the due incorporation and subsistence of the Company's subsidiary incorporated in the British Virgin Islands, being BrainAurora Limited and certain other matters of British Virgin Islands Laws pertaining to the Global Offering, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
29. 2 signed originals of the legal opinion from Walkers (Hong Kong) dated the Prospectus Date in respect of each of ZTan Limited, Wispirits Limited, Wiseforward Limited and Neurobright Limited, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
30. 2 signed originals of the intellectual property legal opinions issued by Merits & Tree Law Offices, the Company's PRC IP counsel dated the Prospectus Date, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

31. 2 signed originals of the FTO analysis report issued by Merits & Tree Law Offices, the Company's PRC IP counsel dated the Prospectus Date, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
32. 2 signed originals of the report from the Industry Consultant, dated the Prospectus Date.
33. 2 original or certified true copies of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.
34. 2 original or certified true copies of each of the letters referred to in the paragraph titled "Qualifications and Consents of Experts" in Appendix VI to the Prospectus (except the consent letter from the Joint Sponsors) containing consents to the issue of the Prospectus with the inclusion of references to the respective parties' names, and where relevant their reports and letters in the form and context in which they are included.
35. 2 original or certified true copies of the certificates as to the accuracy of the Hong Kong Public Offering Documents and the Formal Notice given by the relevant translator thereof together with an original or certified true copy of a certificate issued by Toppan Merrill Limited as to the competency of such translator.
36. 2 copies of the written confirmation from the Stock Exchange authorizing the registration of the Prospectus.
37. 2 copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.
38. 2 certified true copies of notification issued by the CSRC dated July 4, 2024 on the Company's completion of the PRC filing procedures for the Global Offering of the Shares on the Stock Exchange.
39. 2 copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).
40. 2 original or certified true copies of the compliance adviser agreement entered into between the Company and SPDB International Capital Limited.

Part B

1. 2 signed originals of the bring-down Hong Kong comfort letter from the Reporting Accountant, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and Hong Kong Underwriters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
2. 2 signed originals of Regulation S comfort letter and bring-down comfort letter dated, respectively, the date of the International Underwriting Agreement and the Listing Date from the Reporting Accountant to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the other International Underwriters), in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
3. 2 signed originals of the English language legal opinion by the Company's PRC Counsel dated the Listing Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (each including a bring-down opinion of the opinion in item 24 of Part A).
4. 2 signed originals of the English language legal opinion by the Underwriters' PRC Counsel dated the Listing Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (each including a bring-down opinion of the opinion in item 25 of Part A).
5. 2 signed originals of the Hong Kong legal opinion from the Company's HK & US Counsel dated the Listing Date, addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the other Hong Kong Underwriters), concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
6. 2 signed originals of the Hong Kong legal opinion from the Underwriters' HK & US Counsel dated the Listing Date, addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the other Hong Kong Underwriters), concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
7. 2 signed originals of the US legal opinion from the Company's HK & US Counsel dated the Listing Date, addressed to the representatives of the International Underwriters (for themselves and on behalf of the other International Underwriters), concerning matters in form and substance satisfactory to the representatives of the International Underwriters.
8. 2 signed originals of the US legal opinion from the Underwriters' HK & US Counsel dated the Listing Date, addressed to the representatives of the International Underwriters (for themselves and on behalf of the other International Underwriters), concerning matters in form and substance satisfactory to the representatives of the International Underwriters.

9. 2 signed originals of the legal opinion from the Company's Cayman Counsel dated the Listing Date in respect of matters concerning the Group, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
10. 2 signed originals of the legal opinion from Walkers (Hong Kong) dated the Listing Date in respect of the Company's subsidiary incorporated in the British Virgin Islands, being BrainAurora Limited, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
11. 2 signed originals of the legal opinion from Walkers (Hong Kong) dated the Listing Date in respect of each of ZTan Limited, Wispirits Limited, Wiseforward Limited and Neurobright Limited, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
12. 2 signed originals of the bringdown intellectual property legal opinions issued by Merits & Tree Law Offices, the Company's PRC IP counsel dated the Listing Date, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
13. 2 signed originals of the bringdown FTO analysis report issued by Merits & Tree Law Offices, the Company's PRC IP counsel dated the Listing Date, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
14. 2 signed originals of each of the certificates of the Company, the Controlling Shareholders, joint company secretaries of the Company, officers of the Company and Directors of the Company in the form set out in the schedules and/or exhibits of the International Underwriting Agreement.
15. 2 signed originals of the Stock Borrowing Agreement.
16. 2 certified true copies of the written resolutions by the authorized attorneys of the Board approving, *inter alia*, the determination of final offer price, basis of allotment and the allotment and issue of Offer Shares to the allottees.
17. 2 copies of the letter issued by the Listing Committee of the Stock Exchange approving the listing of the Shares on the Stock Exchange.

SCHEDULE 5

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid applications for Hong Kong Offer Shares pursuant to the provisions of Clause 4.5 (hereinafter referred to as “**Hong Kong Underwriters’ Application**”). 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 Hong Kong Underwriters’ Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriters’ Application, such application must be made online through the **HK eIPO White Form** service at www.eipo.com.hk or by giving electronic instructions through the FINI complying in all respects with the terms set out in the section headed “How to Apply for Hong Kong Offer Shares” in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.2. Copies of records for such applications will have to be faxed to the Overall Coordinators (on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter or the sub-underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications “Hong Kong Underwriter’s Application” (or in the case of sub-underwriters, “**Hong Kong Sub-underwriter’s Application**”) to the extent practicable.
3. If all the Hong Kong Offer Shares shall not have been validly both applied and paid for in the manner referred to in this Agreement, each Hong Kong Underwriter will, subject to the provisions of this Agreement, be obliged to take up the proportion of the shortfall that (a) its net underwriting participation (that is, its underwriting participation pursuant to Clause 4 less the aggregate number of Hong Kong Offer Shares for which the Hong Kong Underwriters’ Applications have been made by it or procured to be made by it to the extent that they have been accepted and up to the limit of its underwriting participation), bears to (b) the aggregate of the underwriting participation of all the Hong Kong Underwriters including itself less the aggregate number of Hong Kong Offer Shares for which Hong Kong Underwriters’ Applications have been made (including by itself).
4. The obligations of the Hong Kong Underwriters determined pursuant to paragraph 3 above may be rounded, as determined by the Overall Coordinators in their sole discretion, to avoid fractions. The determination of the Overall Coordinators shall be final and conclusive.
5. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriters’ Applications or Hong Kong Sub-underwriters’ Applications.

SCHEDULE 6

ADVERTISING ARRANGEMENTS

1. The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on December 30, 2024.

SCHEDULE 7

PROFESSIONAL INVESTOR TREATMENT NOTICE

A. Corporate Professional Investor

1. For the purposes of the Code of Conduct for Persons Licensed by or Registered with the SFC (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 Securities and Futures Ordinance;
 - 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 Stock Exchange in securities admitted to trading on the Stock Exchange 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 Stock Exchange in securities admitted to trading on the Stock Exchange 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.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by TAN ZHENG)
for and on behalf of)
BrainAurora Medical Technology Limited)
脑动极光医疗科技有限公司



SIGNED by
TAN ZHENG

)
)

譚政

SIGNED by
WANG XIAOYI

) 

[Signature Page to Hong Kong Underwriting Agreement]

SIGNED by TAN ZHENG
for and on behalf of
ZTAN LIMITED

)
)
)

A handwritten signature in black ink, appearing to be 'Tan Zheng' in Chinese characters, written in a cursive style.

SIGNED by WANG XIAOYI
for and on behalf of
WISPIRITS LIMITED

)
)
)



SIGNED by WANG XIAOYI
for and on behalf of
WISEFORWARD LIMITED

)
)
)

A handwritten signature in black ink, appearing to read 'Wang Xiaoyi', is written over the closing parenthesis of the signature line.

[Signature Page to Hong Kong Underwriting Agreement]

SIGNED by WANG XIAOYI
for and on behalf of
NEUROBRIGHT LIMITED

)
)
) 

[Signature Page to Hong Kong Underwriting Agreement]

SIGNED by Laura ZHONG)
for and on behalf of)
CHINA INTERNATIONAL CAPITAL)
CORPORATION HONG KONG)
SECURITIES LIMITED)



SIGNED by Chun Sing CHAN
for and on behalf of
**SPDB INTERNATIONAL CAPITAL
LIMITED**

)
)
)
)



SIGNED by Laura ZHONG)
for and on behalf of)
CHINA INTERNATIONAL CAPITAL)
CORPORATION HONG KONG)
SECURITIES LIMITED)
as attorney for and on behalf of each of the)
HONG KONG UNDERWRITERS)
(as defined herein))



SIGNED by Chun Sing CHAN)
for and on behalf of)
SPDB INTERNATIONAL CAPITAL)
LIMITED)
as attorney for and on behalf of each of the)
HONG KONG UNDERWRITERS)
(as defined herein))

