项目编号：AH2022DF300004

安徽海螺材料科技股份有限公司增资扩股项目

增资协议

协议使用须知

一、本协议文本是根据《中华人民共和国民法典》、《企业国有资产交易监督管理办法》（国务院国资委、财政部令第32号）等企业国有资产交易相关法律法规制定的示范文本。

二、本协议条款均为示范性条款，协议当事人可以根据实际情况在本协议文本基础上修改、调整或补充。安徽省产权交易中心有限责任公司（以下简称“安徽省产权交易中心”）作为示范协议的提供方不因此承担任何法律责任。

三、为更好地维护协议双方当事人的权益，协议当事人在签订本协议时应当慎重，力求具体、严密。**对于不涉及本协议条款所述情形的，用“本协议不涉及此条款”表示。**

四、交易费用：是指按照物价部门或有关规定，在安徽省产权交易中心进行企业增资的增资企业或投资方应向安徽省产权交易中心支付的服务费用。

五、本协议文本涉及的相关材料应作为本协议之附件列明。

六、安徽省产权交易中心郑重声明：本协议范本仅供在安徽省产权交易中心进行产权交易的协议当事人根据实际情况选择使用。**安徽省产权交易中心不承担因制作并提供本协议范本而被要求承担的任何保证义务，包括但不限于保证本协议范本条款内容完备、保证交易双方签约目的的真实、保证交易双方的签约主体资格适格、保证交易双方为签订本协议而做出的声明及承诺以及提供的文件资料真实准确等一切保证责任。**

增资企业(以下简称“甲方”或“公司”)：安徽海螺材料科技股份有限公司

住　　所：　安徽省芜湖市江北产业集中区皖江大道 9 号 1#楼 208 室

法定代表人：　丁锋　　授权代表：

电　　话：　　传　　真：

原 股 东(以下合称“乙方”，单独称“乙方 1”或“乙方 2”等)

乙　方 1 名称：安徽海螺投资有限责任公司

住　　所：　安徽省江北产业集中区管委会 C 楼 417 室

法定代表人：　任勇　　授权代表：

电　　话：　　传　　真：

乙　方 2 名称：湖北鑫统领股权投资有限公司

住　　所：　宜城市治学路 1 号

法定代表人：　冯方波　　授权代表：

电　　话：　　传　　真：

乙　方 3 名称：临沂海宏新型材料科技有限公司

住　　所：　山东省临沂市河东九曲人民大街 369 号

法定代表人：　赵洪义　　授权代表：

电　　话：　　传　　真：

投 资 方(以下合称“丙方”，单独称“丙方 1”或“丙方 2”等)

丙　方 1 名称：安徽中安先进技术股权投资合伙企业（有限合伙）

住　　所：　安徽省滁州市全椒县经济开发区纬二路 99 号 1 号楼

205 室

委 派 代 表：舒落成　　授权代表：

电　　话：　　传　　真：

丙　方 2 名称：建信金融资产投资有限公司

住　　所：北京市西城区金融大街甲 9 号楼 16 层 1601-01 单元

法定代表人：谷裕　　授权代表：

电　　话：　　传　　真：

丙　方 3 名称：安徽徽元新能源产业投资基金合伙企业（有限合伙）

住　　所：安徽省芜湖市弋江区芜湖高新技术产业开发区科技产业园 5 号楼 11 层

法定代表人：丁浩　　授权代表：

电　　话：　　传　　真：

丙　方 4 名称：科改策源（重庆）私募股权投资基金合伙企业（有限合伙）

住　　所：重庆市九龙坡区杨家坪兴胜路 56 号

法定代表人：戴育四　　授权代表：

电　　话：　　传　　真：

丙　方 5 名称：芜湖产业投资基金有限公司

住　　所：安徽省芜湖市鸠江区皖江财富广场 A1#楼 1002 室

法定代表人：王津华　　授权代表：

电　　话：　　传　　真

丙　方 6 名称：芜湖龙门倍增私募股权投资合伙企业（有限合伙）

住　　所：安徽省芜湖市繁昌区繁昌经济开发区管委会综合服务楼 5 楼 34 室

法定代表人：潘杨　　授权代表：

电　　话：　　传　　真

鉴于：

1.甲方是一家于2018年5月28日注册成立并有效存续的股份有限公司，截至本协议签署之日，注册资本人民币36156万元。乙方为增资企业原股东，其中乙方1持有增资企业50.7246%的股权，乙方2持有增资企业28.9855%的股权，乙方3持有增资企业20.2899%的股权。

2.截至2022年5月31日（评估基准日），甲方经审计的资产总额为人民币169,107.01万元，负债总额为人民币112,728.54万元，甲方经评估的所有者权益为人民币95,035.42万元，协议各方一致同意上述财务数据结果。

3.为增强公司实力，甲、乙双方拟通过增资方式引进新投资方（以下简称“本次增资”），经安徽省产权交易中心组织，并在公证部门鉴证下，丙方以货币形式投资甲方，成为甲方新增股东。

根据《中华人民共和国民法典》、《中华人民共和国公司法》和企业国有资产交易等相关法律法规和政策规定，协议各方本着自愿平等、诚实信用的原则，经友好协商达成一致，订立本协议，以资共同遵守。

第一条　增资方案

1.1 本次增资，甲方拟新增注册资本7336万元，即本次增资后，甲方注册资本将增加至人民币43492万元(大写：肆亿叁仟肆佰玖拾贰万元)。上述甲方新增注册资本全部由丙方认购，丙方合计取得甲方7336万股股份，占增资后甲方注册资本的16.86%；丙方合计实际投资总额人民币20289.1752万元(大写：贰亿零贰佰捌拾玖万壹仟柒佰伍拾贰元)，其中，计入甲方注册资本人民币7336万元(大写：柒仟叁佰叁拾陆万元)，溢价人民币12953.1752万元(大写：壹亿贰仟玖佰伍拾叁万壹仟柒佰伍拾贰元)，溢价部分全部计入甲方的资本公积。

1.2 本次增资完成后，甲方的股权结构如下表所示：

序号	股东名称	持有股份数(万股)	持股比例(%)
1	安徽海螺投资有限责任公司	18340	42.17
2	湖北鑫统领股权投资有限公司	10480	24.10
3	临沂海宏新型材料科技有限公司	7336	16.87
4	安徽中安先进技术股权投资合伙企业（有限合伙）	1000	2.30
5	建信金融资产投资有限公司	1729	3.97
6	安徽徽元新能源产业投资基金合伙企业（有限合伙）	1200	2.76
7	科改策源（重庆）私募股权投资基金合伙企业（有限合伙）	1807	4.15
8	芜湖产业投资基金有限公司	800	1.84
9	芜湖龙门倍增私募股权投资合伙企业（有限合伙）	800	1.84
合计		43492	100

第二条 增资价格

协议各方一致同意此次增资价格以在安徽省产权交易中心的公开挂牌择优结果人民币 2.7657 元为本次增资价格（即每股对应价格或每一元注册资本对应的价格）。丙方各方合计向安徽省产权交易中心支付保证金人民币 6000 万元，在本协议生效后直接转为增资价款的一部分。

第三条 增资价款的支付

丙方同意，在本协议生效之日起 5 个工作日内将扣除已支付的保证金外的增资价款余款一次性支付至增资企业指定的银行账户。

账户名称:安徽海螺材料科技股份有限公司

账号：12256101040006402

开户行信息：中国农业银行股份有限公司芜湖沈巷支行

根据本次增资交易结果计算的丙方各方增资价款情况如下表所示。

序号	投资方	认购的新增股份数(万元/万股)	增资总额(万元)	已付保证金(万元)	应付增资价款余款(万元)
1	安徽中安先进技术股权投资合伙企业（有限合伙）	1000	2765.7	1000	1765.7

2	建信金融资产投资有限公司	1729	4781.8953	1000	3781.8953
3	安徽徽元新能源产业投资基金合伙企业（有限合伙）	1200	3318.84	1000	2318.84
4	科改策源（重庆）私募股权投资基金合伙企业（有限合伙）	1807	4997.6199	1000	3997.6199
5	芜湖产业投资基金有限公司	800	2212.56	1000	1212.56
6	芜湖龙门倍增私募股权投资合伙企业（有限合伙）	800	2212.56	1000	1212.56
合计		7336	20289.1752	6000	14289.1752

第四条 增资涉及的企业职工安置

本协议不涉及此条款。

第五条 增资的税收和费用

本次增资中涉及的有关税收，由协议各方按照国家有关法律规定各自交纳。

本次增资中涉及的有关费用，经各方当事人共同协商约定，其中应付给安徽省产权交易中心的交易费用由各方根据增资委托协议或投资申请文件自行承担。

第六条 增资期间损益处理

各方同意，自本次增资评估基准日至本次增资完成日（以工商变更登记完成之日为准）期间，增资企业因经营活动产生的盈利或亏损，而导致净资产的增加或减少及相关权益变动，由增资后的全体股东共同享有或承担。

第七条 增资后公司治理结构安排

7.1 各方同意，本次增资后甲方公司治理结构安排（包括董事会、监事会和高级管理人员的席位安排、人员组成等）与本次增资前保持一致，丙方同意于本次增资后根据相关法律法规的规定配合甲方及乙方对上述

甲方公司治理结构安排进行确认，包括但不限于配合签署新的公司章程等。

7.2 各方同意，本次增资不设置包括但不限于优先清算权、反稀释权等股东特殊优先权利，本次增资完成后，公司每一股具有同等的股东权利，全体股东按照其持有公司股权的比例依法享有股东权利、承担股东义务。

第八条 相关手续的办理

甲方应在收到丙方的全额增资价款后的三十个工作日内完成本次增资的相应工商变更登记手续，办理本次增资工商变更登记手续的相应费用由甲方承担。乙方及丙方应尽合理商业努力，采取必要措施及签署必要文件配合甲方完成上述工商变更登记。

第九条 各方的陈述和承诺

9.1 甲方保证在本协议签署日前，不存在虚假出资或抽逃出资等违反国家法律法规和工商注册登记规定的行为。

9.2 甲方保证除在本次增资公告和相关材料中已向协议其他各方披露的债务和瑕疵外，不存在隐瞒其他债务或其他可能影响增资企业价值判断的重大事项。

9.3 丙方保证其用于认购甲方新增注册资本的增资价款来源真实、合法、合规，且不存在委托其他企业或个人代为出资或代为持股的情形。

9.4 丙方保证支持并配合甲方后续首发上市的工作部署，包括但不限于满足本次增资后甲方的新股东及原股东最终穿透核查的股东人数合计不超过 200 人等要求、配合完成甲方股东股权结构穿透核查工作等。

9.5 各方一致同意，在公司满足 IPO 条件的情况下，各方将积极推动公司 IPO 上市。

9.6 各方一致同意，在公司取得有权机关批复的情况下，各方将积极推动公司实施包括员工股权激励在内的各种中长期激励。

9.7 本协议任何一方向本协议其他各方保证如下：

(1)其具有完全的民事权利能力和民事行为能力参与、订立及执行本协议，具有订立与履行本协议所需的一切必要权力与授权，其已就签订本协议取得其有权监管部门的同意，并且直至本协议所述增资完成仍将持续具有充分履行其在本协议项下各项义务的一切必要权力与授权。

(2)订立本协议并履行本协议项下的各项义务并不会侵犯任何第三方的权利，亦不会构成任何对其有约束力的文件或安排项下的违约。

(3)本协议一经签署即对其构成合法、有效、具有约束力的协议。

第十条 保密约定

协议各方一致同意，本协议及其他最终协议所涉及事项、各方就本协议及其他最终协议项下的交易进行的任何及所有接触和谈判以及本协议及其他最终协议的存在均为保密事项。除向对各方负有保密义务的有关法律或其他专业顾问机构披露或按相关法律的要求，以及本协议任何一方具有管辖权的某一政府机构或其他有权机构的要求进行披露的情形外，任何一方在未得到其他方的事先书面同意之前，均不得向本协议签署方之外的任何第三方披露任何该等保密事项(但各方向其管理机构所作的披露不受此限，但各方应促使并保证披露对象遵守本条下的保密义务)。

第十一条 通知及送达

本协议要求的所有通知、要求和其他通信，均应以快递或传真、电子邮件等方式发送。若以快递发送，于发送后三个工作日即应认为通知已正式送达；若以传真发送，于传真机显示成功发送的报告时即可认为通知已正式送达；若以电子邮件发送，于电子邮件内容在发送方正确填写地址且未被系统退回的情况下即可认为通知已正式送达。通知应发往本协议部首页所列各方的住址或传真号码、电子邮箱。

第十二条 变更和解除

12.1 甲、乙、丙各方经协商一致可以书面形式变更本协议，但不应违反国家法律规定和公告约定。

12.2 发生下列情形之一的，协议一方可以解除协议：

(1)因情况发生变化，协议各方经协商一致同意以书面形式解除，且不损害国家和社会公益利益的；

(2)《中华人民共和国民法典》规定的法定解除条件成就的；

(3)本协议中约定的变更或解除协议的情况出现的。

12.3 协议一方根据本协议第 12.2 的约定解除的，须以书面形式通知协议其他各方。

12.4 本协议解除或变更主要条款的，甲、乙、丙各方还须将协议解除或变更的事项以书面形式通知安徽省产权交易中心。如变更或解除涉及暂存于安徽省产权交易中心资金结算账户的款项的，须向安徽省产权交易中心提交划转款项的书面申请，安徽省产权交易中心有权从款项中直接扣除违约方的交易费用。

第十三条 违约责任和纠纷处理

13.1 本协议任何一方若违反本协议约定的义务或责任，给其他方造成损失的，应当向守约方承担赔偿责任；若违约方的行为对产权交易标的或标的企业造成重大不利影响，致使本协议目的无法实现的，守约方有权解除协议，并要求违约方赔偿损失。

13.2 丙方逾期支付增资价款的，每逾期 1 天，应按逾期未支付出资额部分的 0.5‰向守约方支付违约金；因丙方其中一方或几方未按期支付增资款，给其他守约方造成损失的，除应按上述标准支付违约金外，还应就损失额向守约方履行赔偿义务。

13.3 经本协议各方协商，也可约定其他赔偿方式。

13.4 本协议及增资活动中的行为适用中华人民共和国法律。

13.5 协议各方在履行本协议过程中若发生争议，可协商解决；也可以书面形式向安徽省产权交易中心或增资行为批准单位申请调解；调解不成的，可依法向甲方住所地人民法院提起诉讼。

第十四条 其他

14.1 本协议作为解释增资企业股东之间权利和义务的依据，长期有效，除非各方达成书面协议修改；本协议在不与甲方公司章程冲突的情况下，视为对甲方公司股东权利和义务的解释并具有最高效力。

14.2 本协议未尽事宜，可签署补充协议，与本协议有同等法律效力。

14.3 本协议自协议各方签字、盖章，并经安徽省产权交易中心备案之日起生效，国家法律、行政法规对合同生效有特别规定的从其规定。企业增资涉及交易主体资格审查、反垄断审查等行政审批事项的，不影响本增资协议的效力。但丙方其中任意一方未获得审批的，其他方可选择解除本协议，未获得审批方已交纳的保证金在扣除协议各方应付给安徽省产权交易中心的交易费用后作为对甲方等相关方的赔偿，赔偿金额不足以弥补相关方损失的，相关方有权予以追偿；其他方选择解除协议的，其他方交纳的保证金在扣除应付给安徽省产权交易中心的交易费用后，原渠道不计息退回。

14.4 本协议所必备的附件，与本协议具有同等的法律效力。

14.5 本协议一式贰拾壹份，甲、乙、丙各方各执贰份，安徽省产权交易中心执壹份，具有同等法律效力。

（以下无正文，为签字页）

增资企业(甲方)：(盖章)

法定代表人或授权代表：(签字)　　签署时间：　　年　月　日

原股东(乙方 1)：(盖章)

法定代表人或授权代表：(签字)　　签署时间：　　年　月　日

原股东(乙方 2)：(盖章)

法定代表人或授权代表：(签字)　　签署时间：　　年　月　日

原股东(乙方 3)：(盖章)

法定代表人或授权代表：(签字)　　签署时间：　　年　月　日

投资方(丙方 1)：(盖章)

法定代表人或授权代表：(签字)　　签署时间：　　年　月　日

投资方(丙方 2)：(盖章)

法定代表人或授权代表：(签字)　　签署时间：　　年　月　日

投资方(丙方3)：(盖章)

法定代表人或授权代表：(签字)　　签署时间：　　年　月　日

投资方(丙方4)：(盖章)

法定代表人或授权代表：(签字)　　签署时间：　　年　月　日

投资方(丙方5)：(盖章)

法定代表人或授权代表：(签字)　　签署时间：　　年　月　日

投资方(丙方6)：(盖章)

法定代表人或授权代表：(签字)　　签署时间：　　年　月　日

签订地点：安徽合肥

交易组织方：安徽省产权交易中心有限责任公司

见证日期：2017年11月13日

［绝密］

安徽海螺制剂工程技术有限公司

与

安徽海螺材料科技股份有限公司

之

安徽海萃工业制剂有限公司

股权转让协议

2023 年 2 月 28 日

一、本股权转让协议由以下各方于 2023 年 2 月 28 日在芜湖市签署：

甲方：安徽海螺制剂工程技术有限公司
统一社会信用代码：91340202MA8N1RBR2P
法定代表人：程竹松
注册地址：安徽省芜湖市镜湖区张家山街道文化路 39 号

乙方：安徽海螺材料科技股份有限公司
统一社会信用代码：91340200MA2RR2PE1N
法定代表人：丁锋
注册地址：安徽省芜湖市江北产业集中区皖江大道 9 号 1#楼 208 室

二、鉴于：

1、安徽海萃工业制剂有限公司（以下简称“项目公司”）位于安徽省芜湖市镜湖区大砻坊街道大砻坊 77 号大砻坊文化园 B01 栋 106-108 室，于 2021 年 8 月注册成立，统一社会信用代码为 91340202MA8N3MKR77，法人代表程竹松，注册资本金 1000 万元人民币。安徽海螺制剂工程技术有限公司持有项目公司 100%股权。项目公司主要从事质量智能控制耦合剂及原料矿化剂产品的生产、销售，生产的质量智能控制耦合剂及原料矿化剂产品获得安徽海螺制剂工程技术有限公司专利授权。

2、为了进行安徽海螺制剂工程技术有限公司与安徽海螺材料科技股份有限公司资产整合，甲方同意将其持有的安徽海萃工业制剂有限公司 100%股权转让给乙方，乙方亦同意受让该股权（以下简称“本次股权转让”）。

三、基于上述，甲方与乙方就本次股权转让事宜，经友好协商，本着公平、公正的原则，达成如下协议内容，以资共同遵守。

第一条　定义

除非另有规定，本协议使用的下列术语应具有如下界定的含义：

1.1 **“股权转让基准日”**，指 2022 年 10 月 31 日，按照中国会计准则编制财务报告的日期。

1.2 **“管理权移交日”**，指甲方将安徽海萃工业制剂有限公司生产经营管理权交付给乙方委派人员之日。

1.3 **“过渡期”**，指本次股权转让基准日至管理权移交日之间的期间。

1.4 在未被提及的情况下本协议中的“双方”系指甲方和乙方的合称。

第二条 股权转让

2.1 甲方同意根据本协议约定将项目公司 100%的股权转让给乙方，乙方同意受让项目公司 100%的股权。

2.2 在本次股权转让管理权移交日前，甲方按其《公司章程》及上级主管部门的要求，向乙方出具同意将项目公司 100%股权转让给乙方的相关决议文件。

2.3 自管理权移交日后，乙方对项目公司享有 100%权益和承担义务，甲方不再享有项目公司的任何股东权益，也不对项目公司承担任何股东义务，但依据第五条约定应当由甲方承担的责任除外。

第三条 股权转让相关的资产和权益

3.1 双方同意本次股权转让范围包括项目公司享有全部资产、权益及负债，具体以中兴财光华会计师事务所出具的《审计报告》（中兴财光华审专字（2022）第 319043 号）和北京华亚正信资产评估有限公司出具的《评估报告》(华亚正信评报字（2023）第 B13-0002 号)中资产、负债及权益范围为准。

3.2 项目公司管理权移交日，甲方须确保项目公司转让资产和权益的完整，并按现状移交给乙方。

第四条 股权转让价款

4.1 乙方采用现金方式收购甲方持有项目公司的 100%股权。

4.2 依据北京华亚正信资产评估有限公司出具的《评估报告》(华亚正信评报字（2023）第 B13-0002 号)截至基准日，项目公司的股东全部权益评估价值为 15,055,053.83 元(大写：人民币壹仟伍佰零伍万伍仟零伍拾叁元捌角叁分)。

4.3 双方同意，本次股权转让价款=项目公司截至股权转让基准日的股东全部权益评估值±管理权移交日经双方确认的资产负债变动值。

4.4 在本次股权转让过程中，双方应缴纳的各项税费按国家有关规定各自承担和缴纳。

第五条　债权、债务处理

5.1　双方同意在管理权移交日共同确定项目公司《管理权移交日债权清单》、《管理权移交日债务清单》。

5.2　双方同意，《管理权移交日债权清单》内的各项权利，由项目公司收回和享有。《管理权移交日债权清单》以外的债权，由甲方收回和享有。管理权移交日后，项目公司生产、经营、建设、运营等行为产生的债权，由项目公司享有。

5.3　双方同意，在管理权移交日后 12 个月内仍有《管理权移交日债权清单》内未收回的债权，由甲方在管理权移交日后第 13 个月内代债务人向项目公司全部偿还，并由甲方收回并享有，项目公司予以配合。

5.4　双方同意，《管理权移交日债务清单》内的债务，由项目公司负责清偿。《管理权移交日债务清单》以外的债务（如有）由甲方承担。管理权移交日后，项目公司新发生的债务由项目公司承担。

5.5　双方同意，项目公司截止管理权移交日已发生或未来发生的因管理权移交日前事项或原因形成的所有的法律纠纷均由甲方负责处理和解决，由此造成的或有负债由甲方承担。对于项目公司在管理权移交日之前，若因项目建设和运营违反国家或地方有关规定，导致项目公司被责令支付审计报告披露范围以外的或有债务时，则该笔或有债务由甲方承担。

5.6　甲方保证，截止管理权移交日，项目公司工程建设及生产运营过程中涉及各类税收的申报、缴纳均符合国家税收法律法规的规定，不存在任何被处罚或被要求补税的风险，如发生上述税务风险和税务纠纷，由甲方负责承担和缴纳。

5.8　项目公司截至管理权移交日已签订的各类合同，项目公司按约定正常履行，执行过程中甲方有义务协助处理。

5.9　甲方承诺关于项目公司截至管理权移交日的债权、债务和或有负债，甲方无故意向乙方隐瞒的情况，否则甲方应承担相应法律责任。

第六条　股权转让价款支付

6.1　在符合下列所有条件之日起 45 个工作日内，乙方向甲方支付股权转让价款的 50%：

（1）甲方按其《公司章程》及上级主管部门的要求，向乙方出具同意将项目公司 100%股权转让给乙方的相关决议文件；

（2）双方完成项目公司管理权移交。

6.2 在符合下列所有条件之日起 45 个工作日内，乙方向甲方支付股权转让价款的 50%：

（1）完成 6.1 所列事项；

（2）双方共同完成本次股权转让工商变更登记事宜。

6.3 上述股权转让价款的支付应以人民币汇入甲方指定的银行账户。乙方向该账户支付股权转让价款后应视同乙方在本协议项下的付款义务全面履行。甲方指定的账户信息如下：

户　名：安徽海螺制剂工程技术有限公司

开户行：中国银行股份有限公司芜湖分行营业部

账　号：176762897769

第七条　管理权移交

7.1 在本协议签署并生效后的 5 个工作日内双方选定管理权移交日。双方按照本协议第三条所述的资产和权益进行交接，并在管理权移交日起 5 个工作日内完成各类资产、批文权证、营业执照、全部印章、合同、档案资料交接，其中各类印章必须在管理权移交首日当天内完成交接。

7.2 管理权移交期间，乙方委派专业管理人员与甲方进行工作交接。甲方需参与并协助做好工作衔接，协助乙方做好项目公司日常生产经营管理工作。

7.3 管理权移交期间，双方共同核实项目公司截至管理权移交日的债权、债务清单，以及相应的合同清单及合同处理意见，并书面确认项目公司管理权移交日的资产总额、负债总额，确认本次股权转让价款。

第八条　员工安排

8.1 项目公司截至管理权移交日在册员工由项目公司负责按照原劳动合同继续履行。双方同意在管理权移交日后 3 个月内，共同维持项目公司员工平稳过渡，相关业务、工作有序衔接。

第九条　其它约定

9.1 自本协议签署日起，未经乙方同意，甲方及其控制企业不得从事水泥添加剂和混凝土外加剂相同或近似业务，不得从事与乙方业务构成或可能构成直接或间接竞争关系的业务和技术研发。

9.2 对于项目公司涉及相关遗留问题需地方政府支持的相关事项，由甲方负责协助项目公司，协调地方政府对相关遗留问题予以明确。

第十条 违约责任

10.1 任何一方不履行或不完全履行本协议，则视为该方违约。任何一方违反其在本协议中规定的义务，致使另一方遭受任何损失的，违约方应赔偿因其违约而给守约方造成的损失。

10.2 任何一方因违反本协议的约定而应承担的违约责任不因本次股权转让的工商变更登记手续的完成而解除。

第十一条 不可抗力

11.1 如果发生不可抗力事件，双方在本协议项下的义务在不可抗力引起的延误期内可予以中止履行，并自动延长，延长的时间与该中止期限相等。

11.2 发生不可抗力事件时，双方应立即进行协商，以寻找一项公平的解决办法，并尽最大努力减轻不可抗力的后果。

第十二条 争议及解决

12.1 本协议发生的任何争议，双方应首先通过友好协商的方式加以解决。如果双方不能协商解决，则任何一方均可将有关争议提交给芜湖仲裁委员会，由该会按照其仲裁规则仲裁解决。仲裁应在芜湖进行。仲裁裁决是终局性的，对双方均有约束力。

第十三条 保密

13.1 本协议双方均需对本协议协商、签订过程和本协议的内容予以严格保密，未取得对方书面同意，不得以任何形式向任何不相关的第三方披露，除非中国法律或政府主管机关另有强制性的规定或要求。

13.2 本协议终止，本协议保密条款依然有效，本协议双方均需承担本协议项下的

保密义务。

第十四条　通知

14.1　所有向甲方发出的通知都应是书面的，包括信函、传真和扫描文件，通知的地址和联系人如下：

单位：安徽海螺制剂工程技术有限公司

地址：安徽省芜湖市文化路 39 号

电话：0553-8395616

14.2　所有向乙方发出的通知都应是书面的，包括信函、传真和扫描文件，通知的地址和联系人如下：

单位：安徽海螺材料科技股份有限公司

地址：安徽省芜湖市弋江区九华南路 1005 号

电话：0553-8396352

第十五条　协议生效、终止及其它

15.1　满足下列条款时，本协议生效：

（1）经双方法定代表人或授权代表签字并加盖公章；

（2）甲方取得上级公司出具同意股权转让的相关决议文件；

（3）乙方取得权力机构决议，同意受让甲方持有项目公司的 100%股权；

（4）双方完成《质智耦合剂和原料矿化剂知识产权转让协议》签署。

15.2　本协议未尽事宜，双方进行友好协商，可另行签署补充协议。

15.3　本协议一式肆份，双方各执贰份，每份具有同等法律效力。

（本页以下无正文）

签 字 页

（本页无正文）

各方或其授权代表于本协议文首注明的日期在安徽省芜湖市签署本协议，以昭信守。

甲方：安徽海螺制剂工程技术有限公司（盖章）

法定代表人或授权代表：

乙方：安徽海螺材料科技股份有限公司（盖章）

法定代表人或授权代表：

安徽海螺材料科技股份有限公司
海南清源企业管理中心（有限合伙）

之

葫芦岛海中新材料科技有限公司
股权转让协议

2023 年 7 月 31日

一、本协议由以下各方于2023年07月31日安徽省芜湖市签署：

甲方：安徽海螺材料科技股份有限公司

乙方：海南清源企业管理中心（有限合伙）

二、鉴于：

1、甲方系安徽海螺科创材料有限责任公司（安徽海螺集团有限责任公司全资子公司）控股子公司，2018年5月成立。公司主要从事新材料技术研发；专用化学产品制造（不含危险化学品）；专用化学产品销售（不含危险化学品）；生态环境材料制造；以自有资金从事投资活动，在业内具有资金、技术、品牌、市场等多方面优势。

2、乙方海南清源企业管理中心（有限合伙），成立于2021年8月，注册于海南省海口市龙华区，主要经营以自有资金投资的投资活动及其资产管理服务，创业投资等，执行事务合伙人为陈东林。

3、甲乙双方与北方水泥有限公司于2022年3月8日签署《盘锦海中新材料科技有限公司合资协议》，共同出资成立盘锦海中新材料科技有限公司（后更名为葫芦岛海中新材料科技有限公司），其中甲方持有51%股份，北方水泥持有30%股份，乙方持有19%股份，本协议签署前出资均已到位。

4、葫芦岛海中新材料科技有限公司于2022年10月10日注册成立，注册资本2500万元，截至本协议签署日，公司尚未开展实际运营工作。乙方有意向出让其持有合资公司的部分股权，北方水泥有限公司已放弃优先受让权。

三、据此，双方就本次项目合作事宜，经友好协商，本着公平、公正的原则，达成如下协议内容，以资共同遵守。

第一条　定义

除非另有规定，本协议使用的下列术语应具有如下界定的含义：

1.1 “项目公司”，指本次股权转让工商变更之前的葫芦岛海中新材料科技有限公司。

1.2 “新的项目公司”，指经工商变更登记后，安徽海螺材料科技股份有限公司持有68%股权的葫芦岛海中新材料科技有限公司。

1.3 在未被提及的情况下本协议中的“双方”系指转让方和受让方。

第二条　股权转让

2.1　转让方同意根据本协议约定将持有项目公司 17%的股权转让给受让方，受让方同意受让转让方持有的项目公司 17%的股权。

2.2　转让方应配合提供本次股权转让工商登记变更所需的各项法律文件。

2.3　自股权转让工商变更登记完成之日，新的项目公司股东按持股比例对新的项目公司享有权益和承担义务。

第三条　股权转让价款及价款支付

3.1　受让方采用现金方式收购转让方持有项目公司的 17%股权。

3.2　双方约定本次股权转让价格为 1 元/股，本次股权转让价款=2500 万股×17%×1 元/股，即 425 万元（大写人民币肆佰贰拾伍万元整）。

3.3　在完成本次股权转让涉及的工商变更登记后的 10 个工作日内，受让方一次性全额支付本次股权转让价款。

3.4　上述股权转让价款的支付应以人民币汇入转让方指定的银行账户。受让方向该账户支付股权转让价款后应视同受让方在本协议项下的付款义务全面履行。转让方指定的账户信息如下：
户名：海南清源企业管理中心（有限合伙）
账号：46050100263600001074
开户行：中国建设银行股份有限公司海口住房城建支行

3.5　在股权转让过程中，双方应缴纳的各项税费按国家有关规定各自承担和缴纳。

第四条　协议的生效

4.1　本协议业经协议双方或其授权代表签署并盖章后生效。

第五条　协议的终止

5.1 双方一致同意时，可以解除本协议。

5.2 双方一致同意解除协议时，转让方同意将受让方已支付的款项及对应的按照同期银行存款利率计算的利息全部退还给受让方。

第六条　保密、通知及不可抗力

6.1　双方基于本次合作知悉对方及合资公司的技术、知识产权，商业秘密、经

营管理信息等（已为公众所知悉、法定披露信息及政府要求提供信息除外），双方都有保密义务，在未得权利人同意的情况下，不得向任何第三方泄露（含关联企业），双方职员及管理人员因工作原因知悉的一并负有保密义务，否则，泄密方应承担法律责任。本保密义务于合约解除或终止后仍存续。

6.2 本协议之通知，按下列通讯方式送达：

（1） 安徽海螺材料科技股份有限公司
代 表：甘双轮
地 址：安徽省芜湖市九华南路 1009 号
联系电话：0553-8396352

（2） 海南清源企业管理中心（有限合伙）
代 表：陈东林
地 址：北京市东城区民旺园 25 号楼 1 门 802
联系电话：13901080748

上述通讯方式如有变更，变更一方应立即以书面方式通知他方，否则不得以其变更对抗之。

6.3 因战争、暴动、自然灾害、地震、传染病及其他不能预见并且对其发生和后果不能防止或避免的不可抗力事故，致使不能按约定的条件履行协议，或者约定的条件不能履行时，遇有上述不可抗力事故的一方，在受到不可抗力的影响范围及期限内，可以免除履行责任。

第七条 违约责任和争议解决

7.1 双方应切实履行各自的责任和义务。除本协议另有约定外，如果一方的违约行为对协议其他方造成损失，则违约方应负责向协议守约方进行赔偿，包括但不限于直接经济损失、合理的诉讼费、律师费、调查费、交通费、差旅费、通讯费等相关费用。

7.2 本协议发生纠纷由双方协商解决，如双方协商不成，双方可向项目公司所在地法院提起诉讼。

第八条 其他约定

8.1 本协议正本一式陆份，具有同等法律效力，双方各持贰份，合资公司持有贰份。

8.2 协议中未约定的事宜应以中华人民共和国有关法律、法规、规章制度或相关的司法解释为准。

（本面以下无正文）

签 字 页

（本页无正文）

双方或其授权代表于本协议文首注明的日期在安徽省芜湖市签署本协议，以昭信守。

甲方：安徽海螺材料科技股份有限公司（盖章）

法定代表人或授权代表：

乙方：海南清源企业管理中心（有限合伙）（盖章）

法定代表人或授权代表：

订立日期：2024 年 12 月 27 日

安徽海螺材料科技股份有限公司

国轩高科股份有限公司

及

中信建投（国际）融资有限公司

基石投资协议

的近律师行
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www.deacons.com

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本协议于 **2024** 年 **12** 月 **27** 日订立

订约方：

(1) **安徽海螺材料科技股份有限公司**，一家在中国注册成立的股份有限公司，注册地址位于中国安徽省芜湖市皖江江北新兴产业集中区（除托管区域外）通江大道南侧 150 米芜湖市江北新区建设指挥部 G 区 1-301 号（「**本公司**」）；

(2) **国轩高科股份有限公司**，一家在中国注册成立的公司，注册地址位于安徽省合肥市包河区花园大道 566 号（「**投资者**」）；及

(3) **中信建投（国际）融资有限公司**，一家在香港注册成立的公司，注册地址位于香港中环康乐广场 8 号交易广场二期 18 楼（「**中信建投**」或「**独家保荐人**」）。

鉴于下述缔约背景：

(A) 本公司正申请以全球发售(「**全球发售**」)的方式将其股份于联交所(定义见下文)主板上市，全球发售包括：

(i) 本公司在香港公开发售 14,498,000 股 H 股（定义见下文）以供公众认购（「**香港公开发售**」）；及

(ii) 根据《证券法》（定义见下文）S 规例（Regulation S）在美国境外（包括向香港的专业和机构投资者配售）有条件配售 130,476,000 股 H 股（「**国际发售**」）。

(B) 就全球发售而言，中信建投担任独家保荐人及整体协调人。

(C) 作为国际发售的一部分，投资者有意根据本协议所载条款及条件透过整体协调人或其联属人士（如有）（作为国际发售相关部分的承销商）认购投资者股份（定义见下文）。

各订约方达成以下协议：

1. 定义及释义

1.1 在本协议（包括上述缔约背景及附表）中，除非文意另有所指，下述各词语及表述具有下述涵义:

「**联属人士**」就特定个人或实体而言，除非文意另有所指，指直接或间接通过一个或多个中介，控制该个人或实体，或受该个人或实体控制，或与该个人或实体共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「正在控制」、「被控制」或「在共同控制之下」）指拥有直接或间接的权力去指令或导致一名人士的管理和政策，不论是通过拥有具表决权证券、订约或其他方式；

「**投资总额**」指相等于发售价乘以投资者股份数目的金额；

「**该等批准**」具有第 6.2(f)条所赋予该词之涵义；

「**联系人/紧密联系人**」具有《上市规则》所赋予该词之涵义；

「**经纪佣金**」指根据费用规则（具有《上市规则》所赋予该词之涵义）第 7(1) 段规定按投资总额的 1.0%计算的每股 H 股经纪佣金；

「**营业日**」指香港持牌银行通常于香港向公众开放办理一般银行业务及香港联交所开放处理证券业务的日子，惟星期六、星期日或香港公众假期除外；

「**中央结算系统**」指由香港中央结算有限公司设立和运营的香港中央结算及交收系统；

「**交易完成**」指根据本协议的条款和条件完成认购投资者股份；

「**《公司条例》**」指《公司条例》（香港法例第 622 章）；

「**《公司（清盘及杂项条文）条例》**」指《公司（清盘及杂项条文）条例》（香港法例第 32 章）；

「**关连人士**」/「**核心关连人士**」具有《上市规则》所赋予该词的涵义；

「**关联关系**」具有《中国证监会备案规则》所赋予该词的涵义及并按照该规则解释；

「**《合约(第三者权利)条例》**」指《合约(第三者权利)条例》（香港法例第 623 章）；

「**控股股东**」，除非文意另有要求，具有《上市规则》所赋予该词之涵义；

「**中国证监会**」指中国证券监督管理委员会；

「**《中国证监会备案规则》**」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》和配套指引则（经不时修订、补充或以其他方式修改）；

「**延迟交付日期**」指，受限于香港公开发售及国际发售的承销协议的签订并成为无条件且未被终止，整体协调人根据第 4.3 条通知投资者的较后日期；

「**处置**」包括（就任何相关股份而言）直接或间接：

(i) 不论直接或间接，且不论有条件或无条件，发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置（包括设立或以协议设立或出售或授出或同意出售或授出任何用以购买的购股权或合约或任何用以购买的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）相关股份或任何其他可转换为或可行使或可交换以获取该等相关股份的证券的任何法定或实益权益，或就相关股份或任何其他可转换为或可行使或可交换该等相关股份的证券的任何法定或实益权益设立任何性质的任何第三方权利，或代表有权获取该等相关股份或就此订立合约；

(ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何实益所有权的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文(i) 及(ii)所述任何交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布有意进行、订立上文(i) 、(ii) 及(iii)所述的任何上述交易，在各种情况下，均不论上文(i) 、(ii) 及 (iii) 所述的任何上述交易是否将以交付相关股份或任何其他可转换为或可行使或可交换以获取该等相关股份的证券、以现金或以其他方式交付，而「处置」亦应据此诠释；

「**会财局**」指香港会计及财务汇报局；

「**FINI**」具有《上市规则》所赋予该词之涵义；

「**全球发售**」具有上述缔约背景 (A) 段所赋予该词的涵义；

「**政府机构**」指任何政府、监管机构或行政组织、董事会、团体、机构或组织、或任何证券交易所、自我监管组织或其他非政府监管机构、或任何法院、司法机构、审裁处或仲裁员，于各情况下均不限国家、中央、省、州、区、市、地方、国内、国外或超国家的相关组织（包括但不限于联交所、证监会及中国证监会）；

「**本集团**」指本公司及本公司的附属公司，或（按文义所指）就本公司成为本公司现时附属公司的控股公司前的期间而言，该等附属公司及由该等附属公司或（视情况而定）本公司的前身公司经营的业务；

「**《新上市申请人指南》**」指联交所刊发的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

「**港元**」指香港的法定货币；

「**香港**」指中国香港特别行政区；

「**香港公开发售**」具有上述缔约背景（A）段所赋予该词之涵义；

「**获弥偿方**」具有第 6.5 条所赋予该词的涵义；

「**国际发售**」具有上述缔约背景（A）段所赋予该词的涵义；

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

「**投资者相关资料**」具有第 6.2(i)条所赋予该词的涵义；

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的 H 股数目，其根据附表一的规定计算并由本公司和整体协调人厘定；

「**法律**」指所有相关司法管辖区的任何政府机构（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、办法、法例、规则、规定、指引、指导、决定、意见、通知、通告、官方指令、要求、命令、判决、法令或裁定；

「**征费**」指投资总额 0.0027%的证监会交易征费（或上市日期当时的交易征费），投资总额 0.00565%的联交所交易费（或上市日期当时的交易费）及投资总额 0.00015%的会财局交易征费（或上市日期当时的交易征费）；

「**上市日期**」指 H 股首次于联交所主板上市的日期；

「**《上市规则》**」指《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、新上市申请人指南、指引及其他规定（经不时修订、补充或以其他方式修改）；

「**禁售期**」具有第 5.1 条赋予该词之涵义；

「**发售价**」指将根据全球发售所发售或出售的 H 股的每股股份最终港元价格（不包括经纪佣金及征费），将由整体协调人（代表全球发售下的承销商）及本公司就全球发售而厘定（不包括经纪佣金、费用及征费），发售股份将根据全球发售按此价格发售；

「**超额配股权**」具有国际发售通函所赋予该词之涵义；

「**整体协调人**」指本公司就其申请以全球发售的方式将其股份于联交所主板上市而不时委任的整体协调人 （除非文意另有所指）；

「**订约方**」指本协议的合约一方或各方；

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

「**初步发售通函**」指预期由本公司就国际发售向潜在投资者（包括投资者）发出的初步发售通函及其任何补充文件，并经不时修订或补充；

「**专业投资者**」具有《证券及期货条例》附表 1 第 1 部赋予该词之涵义；

「**招股章程**」指本公司将就香港公开发售在香港刊发的最终招股章程；

「**公开文件**」指本公司将就国际发售刊发的初步发售通函及国际发售通函、就香港公开发售在香港的招股章程及正式通知，以及本公司就全球发售可能刊发的该等其他文件及公告，其分别各自经不时修订或补充；

「**监管机构**」具有第 6.2(i)条所赋予该词之涵义；

「**相关股份**」指投资者根据本协议认购的投资者股份，及因任何供股、资本化发行或其他形式之资本重组（不论该等交易是否以现金或其他方式结算）而衍生的任何本公司股份或其他证券或权益；

「**《证券法》**」指经修订的 1933 年《美国证券法》（United States Securities Act of 1933）；

「**证监会**」指香港证券及期货事务监察委员会；

「**《证券及期货条例》**」指《证券及期货条例》（香港法例第 571 章）；

「**H 股**」指本公司股本中每股面值人民币 1 元的普通股，将以港币交易并拟在联交所上市；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有《公司条例》所赋予该词之涵义；

「**美国**」指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有《证券法》S 规例（Regulation S）所赋予该词之涵义。

1.2 除非文意另有所指，在本协议中:

(a) 对「**条款**」、「**分款**」或「**附表**」的提述均指对本协议的条款或分款或附表的提述；

(b) 索引、条款及附表标题仅供参考，不得影响本协议的解释；

(c) 上述缔约背景及附表构成本协议的组成部分并具有相同的效力和作用，如同本协议正文所明确载明者，对本协议的任何提述应包括上述缔约背景及附表；

(d) 单数应包括复数，反之亦然；指代一个性别的单词应包括另一性别；

(e) 对本协议或其他文书的提述包括对本协议或其他文书的任何更改或取替；

(f) 对法规、法定条文、规定或规则的提述包括对下列的提述：

(i) 不时合并、修订、补充、修改、重新制定或由任何法规、法定条文、规定或规则取代的法规或条文；

(ii) 任何该法规、法定条文、规定或规则所废除并重新订立的法规或条文（无论有否修改）；及

(iii) 任何按该法规或法定条文所订立的附属法例；

(g) 除非另有指明，否则凡提述时间及日期均为香港时间及日期的提述；

(h) 对「**公司**」的提述应诠释为包括于任何时间及以任何形式注册成立或成立的任何公司、法团或其他法人团体；

(i) 对「**人士**」的提述包括提述个人、企业、公司、法人团体、非法团组织或机构、政府、国家或国家机构、合资企业、协会或合伙企业（不论是否具有独立的法人资格）；

(j) 对「**包括**」的提述应解释为包括但不限于；

(k) 有关香港以外任何司法管辖区的任何诉讼、弥偿、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事物的任何法律词汇的提述，均被视为包括于该司法管辖区与香港有关法律词汇最相近的法律词汇。

2. 投资

2.1 在满足下文第 3 条所述条件（或由各订约方豁免，但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免）后及按照本协议的条款和条件：

(a) 根据及作为国际发售的一部分，并通过整体协调人及/或彼等之联属人士以国际发售相关部分的国际承销商之代表身份，投资者将按发售价认购投资者股份，而本公司将按发售价发行、分配及配售且整体协调人将分配及/或交付(视乎情况而定)或安排分配及/或交付(视乎情况而定)投资者股份予投资者；及

(b) 投资者须就投资者股份根据第 4.2 条支付投资总额、经纪佣金及征费。

2.2 投资者可在不迟于上市日期前三个营业日选择以书面通知本公司、整体协调人及独家保荐人，通过投资者之全资附属公司认购投资者股份，该全资附属公司为专业投资者且 (i) 非美国人士；(ii) 位于美国境外；及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份，惟：

(a) 投资者应促使上述全资拥有附属公司在当日向本公司、整体协调人及独家保荐人提供书面确认，以确认其同意受本协议中由投资者所给予的协议、陈述、保证、承诺、承认及确认的约束。上述由投资者所给予的协议、陈述、保证、承诺、承认及确认均被视为由投资者为其自身及上述全资拥有附属公司所作出；及

(b) 投资者 (i) 无条件及不可撤销地向本公司、整体协调人及独家保荐人保证上述全资拥有附属公司及时、准时及认真履行及遵守其在本协议下的全部协定、协议、责任、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺（如投资者根据本协议直接收购投资者股份，则亦适用）；及 (ii) 承诺按照第 6.5 条应各获弥偿方要求全额赔偿各获弥偿方。就凡因投资者全资附属公司违反本协议的协定、协议、责任、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺或与之有关而直接或间接招致、产生或持续的全部损失、损害、索偿、责任、费用及开支。

投资者在本第 2.2 条下的义务构成直接、主要及无条件的义务，在被要求时向本公司、整体协调人及独家保荐人支付任何上述全资拥有附属公司在本协议下需支付的金额，并履行任何上述全资拥有附属公司在本协议下的义务而无需本公司、整体协调人或独家保荐人先行向上述全资拥有附属公司或任何其他人士作出行动。除文意另有规定外，本协议中「投资者」一词应诠释为包括上述全资拥有附属公司。

2.3 本公司及整体协调人（为其本身及全球发售承销商）、独家保荐人可全权酌情决定全部或部分投资者股份按照第 4.3 条于延迟交付日期交付。

2.4 本公司和整体协调人（为其本身及全球发售承销商）将按他们可能同意的方式厘定发售价。投资者股份的实际数目将由本公司及整体协调人根据附表一厘定。除明显错误外，该厘定将为最终定论且对投资者具约束力。

3. 交易完成的前提条件

3.1 根据第 2.1 条由投资者认购以及由本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或致使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务，仅在以下各条件于交易完成时或之前达成或获豁免（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免）：

(a) 香港公开发售的承销协议和国际发售的承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和，且其所载的所有完成先决条件均已于不晚于该协议中订明的日期及时间达成及成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以豁免或更改），以及任何前述承销协议均未被终止；

(b) 本公司和整体协调人（代表全球发售的承销商）已就全球发售议定发售价；

(c) 联交所上市委员会已批准股份上市及允许 H 股（包括投资者股份及其他适用的豁免及批准）上市及买卖，有关批准、允许或豁免在 H 股开始于联交所买卖前未被撤销；

(d) 任何政府部门未制定或公布任何禁止开展全球发售或本协议所预期的交易的法律，且具有司法管辖权的法院并未作出阻止或禁止开展有关交易的有效命令或强制令；及

(e) 投资者在本协议下的各项陈述、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘本协议日期后 180 天（或本公司、投资者、整体协调人及独家保荐人可能书面约定的其他日期）当日或之前第 3.1 条所载的任何条件未能达成或获豁免（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免），投资者购买投资者股份及本公司和整体协调人发行、分配、配售及/或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议支付的任何款项须不计利息在商业可行的情况下（且无论如何不迟于本协议终止日期起计 30 天内） 退还予投资者，而本协议将告终止并不再具有效力，而本公司、整体协调人及/或独家保荐人的全部义务及责任将告停及终止，惟本协议根据第 3.2 条终止并不损害任何订约方于有关终止时或之前就本协议的条款对其他订约方已存在的权利或责任。为免生疑问，本条款的任何部分不得被诠释为授予投资者权利以使其于截至根据本条款上述日期之期间就其根据本协议各自作出的陈述、保证及承诺及确认的任何违反作出补救。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，或者发售价将会在公开文件中列明的指示性范围内，而倘若全球发售基于任何理由延迟或终止，或不在所预期的日期及时间前完成，又或无法完成，或者发售价不在公开文件中列明的指示性范围内，本公司、整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃基于全球发售基于任何理由不在所预期的日期及时间前完成或无法完成，又或者发售价不在公开文件中列明的指示性范围内而向本公司、及/ 或独家保荐人或彼等各自的联属人士提起任何申索或诉讼的任何权利(如有)。

4. 交易完成

4.1 受第3条及本第4条所规限，投资者将根据及作为全球发售的一部分通过整体协调人（及/或其联属人士）以他们作为国际发售相关部分的国际承销商之代表身份按发售价认购投资者股份。因此，投资者股份将在国际发售完成，或在延迟交付日期的同时，按本公司及整体协调人（或其联属人士）决定的时间及方式予以认购。受限于本协议的条文，各方承认交易完成应于国际发售完成时或延迟交付日期同时发生（即投资者股份应由投资者认购）。

4.2 投资者须于上市日期前不少于三个营业日香港时间晚上八时正或之前以港元全额支付所有投资者股份的投资总额及相关经纪佣金与征费。投资者须以立即可用的结算资金按应支付款项于同日之价值（不作出任何扣减或抵销）电汇至整体协调人于不迟于上市日期前四(4)个完整营业日书面通知投资者的港元银行账户（相关通知须包括付款账户的详情及投资者根据本协议应付的总金额）。

4.3 倘若整体协调人以其全权酌情决定投资者股份的全部或任何部分之交付应于上市日期之后的日期（「**延迟交付日期**」） 进行，整体协调人须(i)于上市日期前不少于两(2)个营业日以书面通知投资者将延迟交付的投资者股份数目；及(ii)于实际延迟交付日期前不少于两(2)个营业日以书面通知投资者延迟交付日期，惟延迟交付日期不得迟于超额配股权可能获行使的最后日期之后的三(3)个营业日。倘投资者股份将于延迟交付日期交付予投资者，投资者仍应按第4.2条就投资者股份支付应支付的款项。

4.4 投资者根据第4.2条就投资者股份作出如期支付后，向投资者（或投资者附属公司（视情况而定））交付投资者股份应通过中央结算系统作出，即将投资者股份直接存入中央结算系统中，以计入投资者于不迟于上市日期或根据第 4.3 条决定的延迟交付日期前两(2)个营业日书面通知整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.5 在不损害第4.3条之情况下，交付投资者股份及支付投资总额亦可按本公司、整体协调人、独家保荐人及投资者书面议定的任何其他方式进行，但前提是，支付投资总额及交付投资者股份不得迟于可行使超额配股权最后日期之后的三(3)个营业日。

4.6 倘投资总额以及相关经纪佣金及征费（不论全部或部分）未能按本协议规定的时间及方式支付，则本公司、整体协调人及独家保荐人有权以各自的绝对酌情权终止本协议，而在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任将会停止及终止（但不妨碍本公司、整体协调人及独家保荐人因投资者未能履行彼等在本协议项下的义务而针对投资者提出的任何申索）。于任何情况下，投资者应根据第6.5条全面承担因投资者未能悉数支付投资总额以及经纪佣金及征费而引致或产生之任何损失及损害，并因此按税后基准，对各获弥偿方因此遭受的任何损失及损害予以悉数弥偿，保护获弥偿方免受其害。

4.7 如果由于本公司、整体协调人及独家保荐人无法控制的情况而阻止或延迟履行本协议项下的义务，则本公司、整体协调人及独家保荐人无需因其未能或延迟履行本协议义务承担责任，且有权终止本协议。该等无法控制的情况包括但不限于天灾、洪水、战争（无论宣战或未宣战）、恐怖主义、宣布国家或国际或地区紧急状态、灾难、危机、经济制裁、爆炸、海啸、地震、火山爆发、火灾、骚乱、叛乱、内乱、流行病或大流行病、疾病爆发或升级、罢工、停工、其他工业行动、严重的运输中断、严重的交通阻滞、政府

运作瘫痪、公共秩序混乱、政治不稳定、敌对行动的威胁或升级、电力或其他供应的普遍故障、飞机碰撞、技术故障、意外或机械或电力故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷以及任何现有或未来法律的变更，或任何现有或未来的政府活动等类似情形。

4.8 如未能符合《上市规则》第 8.08(3)条规定，指在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%，整体协调人及公司有唯一及绝对酌情权调整投资者可购买投资者股份的分配以符合《上市规则》第 8.08(3)条的规定。

5. 投资者限制

5.1 受第 5.3 条所规限下，投资者同意，并向本公司、整体协调人及独家保荐人作出契诺及承诺，在未经本公司、整体协调人及独家保荐人事前书面同意的情况下，投资者不会自上市日期（包含上市日期当日）至上市日期起计满六(6)个月之日期（包含该日）止期间（「**禁售期**」）内的任何时间（不论直接或间接）：(i) 以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益；(ii) 允许自身出现其最终实益拥有人层面的控制权（涵义按证监会颁布的《公司收购、合并及股份回购守则》的定义）变动；或(iii) 订立与于上述交易具有相同经济效果的任何其他交易。

5.2 受限于任何适用法律的规定，于禁售期届满后的任何时候，倘其订立任何出售事项或同意或订约或公开宣布有意订立任何出售事项：

(a) 其须于订立任何该等交易前以事先书面通知的形式知会本公司、独家保荐人及整体协调人；及

(b) 其须尽其最大努力以确保不会导致本公司股份出现市场混乱或造市，并遵守全部适用法律以及各司法权区证券交易所的所有有关证券法例及法规，包括《上市规则》、《公司条例》、《公司（清盘及杂项条文）条例》及《证券及期货条例》。

5.3 第 5.1 条的任何规定并不阻止投资者转让全部或部分相关股份予其任何直接或间接全资附属公司，惟于所有情况下：

(a) 至少提前五(5)个营业日向本公司、独家保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，该证明可按本公司、独家保荐人和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) 在进行该转让之前，该全资附属公司给予书面承诺（以本公司、整体协调人及独家保荐人为受益人，且条款均令本公司、整体协调人及独家保荐人满意）其同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务的约束，包括第 5 条所载对投资者施加的限制，犹如该全资附属公司本身受该等义务及限制的规限，并在该转让之前作出投资者在本协议下的相同承认、确认、承诺、陈述及保证；

(c) 该全资附属公司应被视为已给予与第 6 条中相同的承认、确认、承诺、陈述及保证；

(d) 投资者及投资者的该全资附属公司应被视为所有投资者股份的投资者，并共同及各别承担本协议下的所有责任及义务；

(e) 在禁售期届满前的任何时间，若该全资附属公司即将或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，且无论如何在不再是投资者的全资附属公司之前，将其持有的相关股份全部有效地转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须作出（且投资者承诺促致该附属公司作出）书面承诺（以本公司、整体协调人及独家保荐人为受益人，且条款均令本公司、整体协调人及独家保荐人满意），同意将受投资者于本协议项下的义务约束，包括本第 5 条所载对投资者施加的限制，作出本协议项下相同的承认、确认、承诺、陈述及保证，犹如该全资附属公司本身受限于该等义务及限制，并共同及各别承担本协议下的所有责任及义务；

(f) 全资附属公司为 (i) 非美国人士；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得相关股份。

5.4 投资者同意及承诺，除非取得本公司、整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人于本公司全部已发行股本中拥有的总股权（直接及间接）须低于本公司于任何时候全部已发行股本的 10%（或《上市规则》不时就「主要股东」的定义所订定的其他百分比），而投资者不会于上市日起十二(12)个月内成为《上市规则》所指的本公司核心关连人士，并且投资者及其紧密联系人于本公司已发行股本总额的总持股（直接及间接）不得导致本公司公众（于《上市规则》规定且由联交所解释）持股数量低于《上市规则》第 8.08 条规定的比例或联交所不时同意的其他比例。投资人同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及独家保荐人。

5.5 投资者同意投资者将作为自营投资持有本公司的股本，及在本公司、整体协调人及/或独家保荐人的合理要求下向本公司、整体协调人及独家保荐人提供合理证据，以证明投资者乃作为自营投资于本公司股本中持有股权。投资者不得，及应确保他们的任何控股股东、联系人及其实益拥有人均不会在全球发售的累计投标程序中申请或作出指示以认购 H 股（投资者股份除外）或在香港公开发售中作出 H 股申请。

5.6 投资者及其联属人士、董事、高级人员、雇员或代理概不会与本公司、本公司的控股股东、本集团的任何其他成员或其各自的联属人士及上述各方的联系人、董事、高级人员、雇员或代理订立任何与《上市规则》（《新上市申请人指南》第 4.15 章或由监管机构刊发的书面指引）不一致或相悖的协议或安排（包括补充条款）。

6. 承认、陈述、承诺及保证

6.1 投资者向本公司、整体协调人及独家保荐人分别作出陈述、承认、保证、承诺、同意及确认如下：

(a) 本公司、整体协调人、独家保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合作伙伴及代表概未作出任何陈述或任何保证或承诺，表明全球发售将（在任何特定时限内或是否会）进行或完成，或发售价将处于公开文件所载的指示范围。如果全球发售因任何原因延误、未进行或未完成，或发售价非处于公开文件所载的指示范围，前述人士概不会对投资者负有任何责任；

(b) 本协议、投资者的背景资料及本协议所预期订约方之间的关系及安排须在公开文件及全球发售的其他推广及路演材料中披露，而且公开文件及该等其他推广及路演材料及公告会提述投资者，特别是，本协议将为一份重大合约而须就全球发售被递交予香港监管机构及作为展示文件之一，或根据《公司（清盘及杂项条文）条例》及《上市规则》以其他方式处置；

(c) 根据《上市规则》须向联交所或在 FINI 上提交的有关投资者的资料将与本公司、联交所、证监会及其他必要的监管机构共享，并载列入一份综合承配人名单，该名单将在 FINI 上向整体协调人披露；

(d) 发售价仅由且完全由本公司及整体协调人于路演及累计投标过程后根据全球发售的条款及条件厘定，且未必介乎公开文件订明的指示性发售价范围，投资者并无任何权利对之作出任何反对；

(e) 投资者股份将由投资者通过整体协调人及/或彼等之联属人士（以彼等作为国际发售的国际承销商之代表身份）认购；

(f) 投资者将根据及受限于本公司组织章程大纲及细则或其他组成及宪章文件以及本协议之条款及条件接纳投资者股份；

(g) 投资者股份数目可能会因根据《上市规则》第 18 项应用指引、《新上市申请人指南》第 4.14 章或联交所可能不时批准且适用于本公司之其他百分比对国际发售及香港公开发售之间重新分配 H 股而受影响；

(h) 在接近签订本协议时，或其后的在国际发售完成前的任何时间，本公司、整体协调人及独家保荐人已经或可能作为国际发售的一部份和一个或多个其他投资者签订类似投资的协议；

(i) 投资者股份并未且将不会根据《证券法》或美国任何州份或其他司法管辖区的证券法进行登记，且不可于美国境内或向任何美国人士直接或间接发售、转售、质押或另行转让（根据有效登记声明或获豁免遵守《证券法》的登记规定或有关交易无须依循《证券法》的登记规定则除外），亦不可于任何其他司法管辖区直接或间接发售、转售、质押或另行转让（该司法管辖区的适用法律容许则除外）；

(j) 投资者明白及同意投资者股份的转让仅可根据《证券法》S 规例在美国境外通过「离岸交易」（offshore transaction）（定义见《证券法》S 规例），并根据任何美国州份及任何其他司法管辖区适用的证券法律进行，而代表投资者股份的任何股票应附有备注大致说明上述情况；

(k) 除第 5.3 条规定外，若投资者的全资附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司仍为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(l) 投资者已（及可能于将来）就投资者于投资者股份之投资（及持有投资者股份）收到可能构成重要非公开信息及/或内幕消息（定义见《证券及期货条例》），其：(i)不得向任何人士披露有关信息（按需知情基准向其联属人士、附属公司、董事、

高级人员、雇员、顾问和代表（「**获授权接收人**」）仅作评估投资投资者股份的用途或基于法律要求的情况下披露则除外），直至有关信息在投资者或其任何获授权接收人没有过失的情况下成为公开信息为止；(ii) 尽其最大努力确保根据本第 6.1(l) 条获披露有关信息的获授权接收人不会披露有关信息（按严格的需知情基准向其他获授权接收人披露除外）；及(iii)不会及将尽最大努力确保根据本第 6.1(l) 条获披露有关信息的获授权接收人不会以可能导致违反任何与交易相关美国、香港、中国或其他适用司法管辖区的证券法律（包括内幕交易规定）的形式直接或间接购买、出售或买卖本公司或其联属人士或联系人的股份或其他证券或衍生工具或以其他方式就该等 H 股或证券或衍生工具进行交易；

(m) 以保密基础提供予投资者及/或其代表的本协议、招股章程草拟稿及初步发售通函草拟稿所载的信息，以及任何其他可能已以保密基础提供予投资者及/或其代表的材料（不论书面或口头上的），均不可复制、向任何其他人披露、传阅或散播，且已经提供予投资者的任何其他信息或材料可予更改、更新、修订及完成，投资者在决定是否投资投资者股份时不得依赖有关信息或材料。为免生疑问：

(i) 可能已向投资者及/或其代表提供的招股章程草拟本、初步发售通函草拟本或任何其他材料概不构成在任何不允许邀请、要约或招揽收购、购买或认购任何证券的司法管辖区内邀请、要约或招揽收购、购买或认购任何证券，且可能已向投资者及/或其代表提供的招股章程草拟本、初步发售通函草拟本或任何其他材料（不论书面或口头上的）的任何内容概不构成任何合约或承诺的基础；

(ii) 不得根据可能已向投资者及/或其代表提供的初步发售通函草拟本、招股章程草拟本或任何其他材料（不论书面或口头上的）作出或收到任何认购、收购或购买任何 H 股或其他证券的要约或邀请；及

(iii) 可能已向投资者及/或其代表提供的初步发售通函草拟本、招股章程草拟本或任何其他材料（不论书面或口头上的）可能在本协议签订后作出进一步的修改，投资者不应倚赖该等材料以决定是否就投资者股份作出投资；而投资者同意有关修改（如有）及放弃就与有关修改（如有）相关的权利；

(n) 本协议并不（共同或个别地）构成在美国或在就出售证券作出的要约属违法的任何其他司法管辖区就出售证券作出的要约；

(o) 投资者、其任何联属人士或任何代表其或彼等的人士均未参与或将参与任何针对投资者股份的直接销售努力（directed selling efforts）（根据《证券法》S 规例所赋予的含义)；

(p) 投资者已获提供其视为对评估购买投资者股份的利弊及风险而言属必要或可取的一切信息，并得到机会向本公司、整体协调人或独家保荐人提出有关本公司、投资者股份或其他其视为对评估购买投资者股份的利弊及风险而言属必要或可取的疑问并得到解答，而本公司已向投资者或其代理提供一切投资者或代投资者要求有关投资于投资者股份的文件及资料；

(q) 投资者均承认并同意于作出投资决定时，投资者已及将仅依赖本公司将发出的国际发售通函所载之资料，而非由或代表本公司、整体协调人及/或独家保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士）可能于本协议日期或之前向投资者提供的任何其他资料，而本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士概无就并没有载于国际发售通函内的任何资料或材料的准确性或完整性作出任何陈述或给予任何保证或承诺，且本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士概不就投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士使用或依赖该等资料或材料或者就没有载于国际发售通函的任何资料而向投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士承担任何责任；

(r) 本公司、整体协调人、独家保荐人及其各自的代表人不会就全球发售将会或将在任何特定时期内或将不会进行或完成或发售价处于发售通函或招股说明书所列指示性范围作出任何陈述，亦不作任何此类保证或承诺，亦不会因任何原因而导致全球发售推迟进行、无法进行或未能完成，或发售价未处于发售通函或招股说明书所列指示性范围而对投资者承担任何责任；

(s) 本公司、整体协调人、独家保荐人、其他全球发售承销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合作伙伴及顾问概未就投资者股份或认购、购买或发售投资者股份之利弊，或就本公司或本集团其他成员的业务、营运、前景或状况、财务或其他方面，或就与此有关的任何其他事宜而向投资者作出任何保证、陈述、承诺或建议；且除国际发售通函所提供者外，本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概未就投资者股份或认购、购买或发售投资者股份之利弊，或就本公司或其附属公司的业务、营运、前景或状况、财务或其他方面，或就与此有关的任何其他事宜而向投资者作出任何保证、声明或建议；

(t) 投资者将不会有提名或任命任何董事或管理人员的权利；

(u) 投资者会就其（直接或间接）处置任何投资者为或将（直接或间接）为或招股章程显示为相关股份之实益拥有人的相关股份遵守本协议、《上市规则》及任何适用法律不时之所有适用于投资者的所有限制（如有）；

(v) 于作出本协议项下的投资决定时，投资者已对本公司、本集团及投资者股份以及本协议所载投资者股份认购条款自行进行调查，且已在其认为必要或适宜时获得、参考并依赖其认为必要或适当的独立意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面），或以其他方式已信纳关于投资于投资者股份的税务、监管、财务、金融、会计、法律、货币及其他方面以及投资者投资于投资者股份的合适性，且并未及将无权依赖由或代表本公司或任何整体协调人、独家保荐人、资本市场中介人或其他承销商就全球发售取得或进行之任何意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他意见或告慰（视乎情况而定）。本公司、整体协调人、独家保荐人或彼等各自的联系人、联属

人士、 董事、高级职员、雇员、顾问或代表概不就购买投资者股份或有关买卖投资者股份的任何税务、法律、货币或其他经济或其他后果负责；

(w) 投资者明白投资者股份现时并无公开市场，而本公司、整体协调人及独家保荐人概不保证投资者股份一定会出现公开的市场，且本公司、整体协调人、独家保荐人、国际承销商或其各自的代表人以及参与全球发售的任何其他方均不保证投资者股票将会存在公共或活跃的市场；

(x) 倘全球发售因任何原因而延迟或终止或者无法完成，本公司、整体协调人、独家保荐人或彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表概不会对投资者或其附属公司负责；

(y) 本公司及整体协调人将有绝对酌情更改或调整(i)根据全球发售将予发行的 H 股数目；及(ii) 香港公开发售及国际发售分别将予发行的 H 股数目；

(z) 本公司及整体协调人将有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)条的规定，该规则规定于上市日期由本公司持股量最高的三名公众股东实益拥有的股份不得超过公众持有股份的 50%； 及

(aa) 投资者已同意将于上市日期或根据第 4.5 条可能议定的其他日期香港时间上午八时正或之前支付投资总额以及相关经纪佣金及征费；。

6.2 投资者（为其本身及代表其全资附属公司）进一步向本公司、整体协调人及独家保荐人作出陈述、声明、保证、承认、同意、确认及承诺如下：

(a) 投资者根据其注册成立地点的法律正式注册成立并有效存续，并无任何清盘呈请、清盘命令或通过有效的清盘决议案；

(b) 投资者有完全的法律权利、公司权利及授权以拥有、使用、租赁及经营其资产（包括但不限于物业资产），以及按现行方式经营和开展其目前所经营和开展的业务；

(c) 投资者拥有全面权力、授权及能力，且已采取所需的一切行动（包括取得任何政府及监管机构或其他第三方的所有必需的同意、批准及授权），签立及交付本协议、订立及进行本协议项下的交易以及履行本协议项下之义务；

(d) 本协议已获投资者正式授权、签立及交付，并构成合法有效而且对投资者具约束力及可根据本协议的条款对其强制执行；

(e) 投资者已采取并将于本协议有效期内采取一切必要步骤以履行其于本协议项下的义务、 使本协议及本协议项下拟进行的交易具有效力，并遵守所有相关法律；

(f) 已取得所有根据任何适用于投资者的相关法律且投资者根据本协议就认购投资者股份须取得的同意、批准、授权、许可及注册(「**该等批准**」)，且该等批准具十足效力及作用，且没有被视作无效、撤销、撤回或搁置，该等批准概无受任何尚未

达成或履行的先决条件所限制。投资者进一步同意并承诺，如果任何该等批准因任何原因不再具十足效力及作用或被视作无效、被撤销、被撤回或被搁置，则投资者会立即以书面形式通知本公司、独家保荐人及整体协调人；

(g) 投资者签立及交付本协议、履行其于本协议下的义务及认购投资者股份将不会抵触或导致抵触：(i)投资者的组织章程大纲及组织章程细则（或同等章程文件）的任何条文；或(ii) 投资者就本协议下拟议的交易须遵守的任何司法管辖区的法律，或就投资者认购投资者股份适用于投资者的任何司法管辖区的法律；或(iii)投资者参与订立或对其具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府机构的任何判决、命令或判令；

(h) 其并非本公司的联属人士或代表本公司或该联属人士行事之人士；

(i) 其已并将遵守所有司法管辖区与认购投资者股份相关的适用法律，包括直接或间接地通过本公司、整体协调人及/或独家保荐人向或致使或促使向联交所、证监会、中国证监会及／或任何其他政府、公共、金融或监管机构、团体或证券交易所（「**监管机构**」）在任何该等监管机构要求的任何时间内提供在各种情况下按照适用法律规定或任何监管机构不时要求披露的资料，或致使或促使该等资料予以提供，并同意和认可就该等资料的披露。有关资料包括但不限于：(i)投资者及其最终实益拥有人及/或最终负责就认购投资者股份作出指示的人士的身份资料（包括但不限于彼等各自的姓名／名称及注册成立地点）；(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细节、投资者股份的数量、投资总额，以及本协议项下的禁售限制）；(iii)涉及投资者股份的任何掉期合约安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人以及该掉期合约安排或其他金融或投资产品的提供者的身份资料）；及／或(iv)投资者或其实益拥有人及联系人与本公司及其任何股东之间的任何关联关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、整体协调人、独家保荐人或彼等各自的联属人士、董事、高级管理人员、雇员、顾问及代表按照《上市规则》或适用法律的规定或任何相关监管机构的要求下向相关监管机构及／或在任何公开文件或其他公告或文件中披露任何投资者相关资料；

(j) 于作出本协议项下的投资决定时，投资者具备有关金融、投资、财务及业务事宜的知识及经验，以评估信誉、市场及所有其他相关风险的专业知识，即(i)其有能力评估于预期投资投资者股份的利弊、风险并保护其利益；(ii)其有能力承担有关投资的经济风险，包括但不限于完全损失于投资者股份的投资；(iii)其已收到所有其认为就决定是否投资于投资者股份而言属必需或合适的资料，以决定是否投资于投资者股份；及(iv) 其在投资于处于类似发展阶段的公司证券的交易方面具有一定经验；

(k) 投资者认购投资者股份乃为其利益及仅为自身投资目的，并无意进行证券法所指的分销或公开转售该等股份；

(l) 其日常业务为购买或出售股份或债券，或其为专业投资者，而透过订立本协议，其并非任何整体协调人或独家保荐人就本协议项下拟进行之交易的客户；

(m) 其作为当事人为其本身作自行投资认购投资者股份作投资之用，并无考虑分派任何其根据本协议认购的投资者股份，且投资者无权提名任何人士出任本公司董事及高级职员；

(n) 如果投资者于美国境外认购投资者股份，则该认购是以「离岸交易」（定义见《证券法》S 规例）方式进行且投资者并非美国人士；

(o) 投资者认购投资者股份乃获豁免遵守《证券法》的登记规定（或不需符合有关规定）的交易；

(p) 投资者、其联属人士或任何代表其行事之人士均未参与或将会参与任何与 H 股有关的直接销售活动（定义见 S 条例）并其了解于本协议下证券的要约并（共同或个别）不构成对于美国、香港或其他法治管辖区公众的证券出售要约；

(q) 投资者、及其的实益拥有人及/或联系人(i) 均为独立于本公司的第三方；(ii)并非本公司关连人士（定义见《上市规则》）或联系人，而投资者认购/投资者股份将不会导致投资者及其实益拥有人成为本公司的关连人士（定义见《上市规则》）（尽管投资者与任何其他方可能订立（或已订立）本协议提述的任何其他协议之关系），并将于本协议完成后独立于且并非与（就本公司的控制权而言）任何关连人士一致行动（定义见香港《公司收购及合并守则》）；及(iii) 有财务能力履行本协议项下的所有义务；(iv) 并非由(a)本公司任何关连人士（定义见《上市规则》）或(b)本公司 、本公司或其任何附属公司的董事、最高行政人员、控股股东、主要股东或现有股东，或任何该等人士的紧密联系人（定义见《上市规则》），直接或间接融资、资助或支持, 且并无习惯听取及并无听取任何该等关连人士（或该关连人士的联系人）就本公司证券的收购、出售、投票或其他处置作出的任何指示；及(v)与本公司或其任何股东不存在关联关系。亦不会在本公司的“控制”（定义见《公司收购、合并及股份回购守则》）方面与本公司的任何关连人士（或该关连人士的联系人）采取一致行动；

(r) 投资者、其实益拥有人及/或联系人均并非任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售承销商、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」具有《上市规则》附录 F1（股本证券的配售指引）赋予的涵义；

(s) 投资者的账户并非由相关交易所参与者（定义见《上市规则》）按全权管理投资组合协议管理。「全权管理投资组合」一词具《上市规则》附录 F1《股本证券的配售指引》所赋予该词的涵义；

(t) 投资者、其实益持有人，及其各自的联系人都并非本公司的董事（包括在过去 12 个月内的董事）、监事或现有股东或其联系人或上述人士的代名人；

(u) 除非事先书面通知联席保荐人及整体协调人，否则投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单范本中载列的或 FINI 界面或《上市规则》要求就获配售人／承配人披露的任何获配售人／承配人类别（「基石投资者」除外）；或 (b) 根据《上市规则》（包括《上市规则》第 12.08A 条）须在本公司配发结果公告中交待的各类获配售人；

(v) 投资者并未且将不会就分销H股与任何「分销商」（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(w) 投资者认购投资者股份将符合《上市规则》附录 F1（股本证券的配售指引）及《新上市申请人指南》第 4.15 章或任何由监管机构刊发的书面指引所载的规定；

(x) 投资者、其实益拥有人及/或联系人概无获本公司的任何关连人士、或任何整体协调人、独家保荐人、资本市场中介人、或任何其他全球发售承销商的任何一方直接或间接提供资金或支持以在根据本协议认购投资者股份。投资者及其联系人（如有）均独立于且与其他已参与或将参与全球发售的投资者或其任何联系人没有任何关联；

(y) 除本协议所规定者外，投资者并无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺；

(z) 投资者、其实益拥有人及／或联系人概无订立且将不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；及

(aa) 投资者并未获得也无意获得贷款或其他形式的债务融资以履行其在本协议项下的付款义务.

6.3 投资者向本公司、整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的集团公司的描述，以及提供予监管机构及/或本公司、联席保荐人、整体协调人及彼等之联属人士及/或按该等人士或机构要求的所有投资者相关资料，均在所有方面属真实、完整及准确且无误导性。在不损害第 6.1(b) 条的前提下，投资者不可撤销地同意，在本公司、整体协调人及独家保荐人全权认为有必要的情况下，于公开文件以及本公司、整体协调人及/或独家保荐人就全球发售可能发布（或其他人士代表该等人士发布）的推广、路演材料及其他公布内中提述及纳入其名称以及有关本协议的全部或部分描述（包括附表二所载的描述）。投资者承诺尽快提供本公司、整体协调人及/或独家保荐人可能合理要求与其有关、或与其拥有权（包括最终实益拥有权）有关及/或其他事宜的进一步信息及/或支持文件，以确保其遵守适用的公司或证券登记及/或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者谨此同意，于审阅不时提供给投资者将载于公开文件及有关全球发售的其他推广材料之草拟本的关于其及其所属的集团公司的描述，并作出投资者可能合理要求的修订（如有）后，投资者就会被视作已保证有关其及其所属的集团公司的描述均在所有方面属真实、准确及完整且无误导性。

6.4 投资者明白，第 6.1 及 6.2 条所载的声明及承认乃就香港法律及美国证券法等所需要而作出。投资者承认，本公司、整体协调人、独家保荐人、资本市场中介人、承销商、及其各自的附属公司、代理、联属人士及顾问及其他人士将依赖本协议所载投资者的保证、承诺、陈述及承认的真实性、完整性及准确性，且投资者同意，如本协议所载的任何保证、承诺、陈述及承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及独家保荐人。

6.5 投资者同意及承诺，在经要求后，投资者按税后基准对本公司、整体协调人及、独家保荐人、资本市场中介人及全球发售的承销商（为彼等本身及以信托形式代各自之联属人士、任何《证券法》定义下控制其之人士以及各自的高级职员、董事、雇员、员工、联

系人、合作伙伴、代理及代表（统称「**获弥偿方**」））就投资者股份的认购、投资者股份或本协议（包括由投资者或其高级人员、董事、雇员、联属人士、代理、代表、联系人或合作伙伴违反本协议或被指称违反本协议或任何行为或作为或被指称作为或不作为）而可能以任何方式针对任何获弥偿方提起或确立的任何及所有损失、费用、成本、开支、申索、诉讼、负债、行动、法律程序或损害赔偿（无论以何种方式对该获补偿方作出或确立）。及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、费用、损失或开支，全面及有效地以税后基准弥偿获弥偿方，使之免受损害。

6.6 投资者均理解并同意（其中包括）香港及美国法律要求投资者作出保证。投资者均确认本公司、整体协调人及独家保荐人及/或其他人士（包括参与全球发售的其他承销商）及彼等各自的附属公司或代表人将依赖当中所载的投资者保证的真实性、完整性及准确性，且其同意，倘若本协议当中的任何投资者的保证不再为真实、完整及准确或变为具有误导性，将立即书面通知本公司、整体协调人及独家保荐人。

6.7 投资者的保证应被解释为各自的单独保证、陈述及承诺。于第 6 条（视乎情况而言）下作出的承认、确认、陈述、保证及承诺均为单独的承认、确认、陈述、保证或承诺，且须被视为于上市日期 及于延迟交付日期（如适用）有效存续且重复履行，并在本协议的执行后有效存续并直至全球发售完成。

6.8 本公司向投资者声明及保证：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 本协议已被正式授权、执行并送达并构成有效和具约束力的义务，并可根据其条款强制执行；

(c) 其拥有订立及履行本协议下义务的全部权力、授权及能力，及已就此采取所有必要行动；

(d) 于付款后及受第 5.1 条规定的禁售期所限，根据第 4.4 条向投资者交付投资者股份时，该等股份于发行及交付时已缴足股款，不附带所有认购权、留置权、押记、抵押、质押、申索、衡平法上的权利、优先购买权、产权负担及/或其他第三方权利，及与其时已发行并于联交所上市之 H 股具同等地位；

(e) 本公司及其控股股东（定义见《上市规则》）、本集团的任何其他成员及其各自的联属人士、董事、高级职员、雇员及代理概无与投资者或其的联属人士、董事、高级职员、雇员或代理订立任何不符合《上市规则》（包括《新上市申请人指南》第 4.15 章或任何由监管机构刊发的书面指引）的安排或协议（包括任何补充条款）；及

(f) 除本协议规定外，本公司或本集团的任何其他成员，以及其各自的联属人士、董事、高级职员、雇员或代理，均没有与其他政府机构或任何第三方签订任何有关投资者股份的安排、协议或承诺。

6.9 本公司承认、确认及同意，投资者将依赖于国际发售通函所载的资料，而就国际发售通函而言, 投资者与于国际发售中购买 H 股的其他投资者享有相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第 3.2 条或第 4.6 条予以终止；

(b) （即使本协议已有任何相反规定）在投资者在国际发售完成或（如适用）延迟交付日期或之前严重违反本协议（包括投资者（或如有根据第 5.3 条转让投资者股份的情况，持有投资者股份的投资方的全资附属公司）严重违反其在本协议下作出的任何陈述，保证、承诺及确认）的情况下，仅由本公司或仅由整体协调人及独家保荐人个别的予以终止；或

(c) 经本协议所有订约方书面同意于本协议日期至期限届满日期前予以终止。

7.2 倘本协议根据第 7.1 条予以终止，订约方无需履行其在本协议项下各自之义务（下文第 8.1 条所规定的保密义务除外），而订约方在本协议项下的权利及责任（下文第 11 条所规定的 权利除外）应予以终止，且概无订约方可针对任何其他订约方提出申索（惟不损害任何订约方于有关终止时或之前就本协议所载条款的累算权利或对其他订约方的责任。尽管有上述规定，第 6.5 条以及投资者提供的赔偿在本协议终止后仍然有效。

7.3 如果投资者于完成日或延迟交付日期或之前违反第 6 条项下的保证，尽管本协议可能载有相反规定，本公司、独家保荐人及整体协调人应有权解除本协议，而订约方的所有义务将告终止。尽管有上述规定，投资者于本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

8. 公告及保密

8.1 除本协议及投资者签订的保密协议(如有)另行规定者外，未经其他订约方事先书面同意，任何订约方均不得披露与本协议或本协议项下的交易或涉及本公司、整体协调人、独家保荐人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何订约方可：

(a) 向联交所、证监会及/或本公司、整体协调人及独家保荐人所相关的监管机构披露本协议，而投资者的背景及本公司与投资者之间的关系可在本公司将刊发之公开文件以及本公司、整体协调人及/或独家保荐人将就全球发售发布的推广、路演材料及其他公布内中进行描述；

(b) 向该订约方的法律顾问、财务顾问、审计师及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理（仅按需要知道的原则）披露本协议，前提是该订约方 (i)须促使其各法律顾问、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务，及 (ii) 对该等法律顾问、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 基于任何相关法律、政府机构或对该订约方有管辖权的机构（包括联交所、证监会及中国证监会））或证券交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为一份重大合约递交给香港公司注册处以作登记

及作为展示文件之一）的要求，或任何主管政府机构的任何具有约束力的判决、命令或要求而披露本协议。

8.2 投资者不得就本协议或任何相关事宜作出其他提述或披露，惟投资者已事先咨询本公司、整体协调人及独家保荐人并获得他们就该披露的原则、形式及内容上的书面同意则除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在刊发之前提供给投资者审阅。投资者须与本公司、整体协调人及独家保荐人通力合作，以确保该等公开文件中与之有关的所有提述均为真实、准确及不具误导性，并应从速向本公司、整体协调人及独家保荐人及彼等之法律顾问提供任何意见及验证文件。

8.4 投资者承诺，就准备任何第 8.1 条所提述需要的披露从速提供一切合理所需之协助（包括但不限于向本公司、整体协调人及独家保荐人提供其可能合理要求与其有关、或与其拥有权（包括最终实益拥有权）有关及/或其他涉及第 8.1 条提述事宜的进一步信息及/或支持文件，配合进行尽职调查），以 (i) 在本协议日期之后更新公开文件中有关投资者的描述；及 (ii) 令本公司、整体协调人及独家保荐人能够遵守适用的公司或证券登记及/或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者应与本公司、独家保荐人及整体协调人合作，以确保该等公开文件中对其的所有提及是真实、完整、准确和无误的，且公开文件中没有遗漏有关其的重大信息，并应及时向本公司、独家保荐人及整体协调人及其各自律师提供任何意见和核查文件。

9. 通知

9.1 本协议下的任何通知均应以英文或中文书面作出，并按第 9.2 条的规定交付至下列地址：

若通知本公司：

地址： 安徽省芜湖市弋江区九华南路 1005 号火龙岗街道海螺国际会议中心
收件人： 董事会

若通知投资者：

地址： 安徽省合肥市包河区花园大道 566 号
收件人： 宋歌
邮箱： songge@gotion.com.cn

若通知中信建投（国际）融资有限公司：

地址： 香港中环康乐广场 8 号交易广场二期 18 楼
传真： +852 2180 9495
收件人： Project RiverTown Team
邮箱： Project.RiverTown@csci.hk/Project.RiverTown.ECM@csci.hk

9.2 本协议下任何通知应以专人递送或通过传真或电邮发送或以邮件(邮资已付)寄发。通知如以专人递送，应在交付时视为收到；如通过传真发送，应在收到传送确认时视为收

到；如通过电邮发送，除非收到未送达信息，应在传送时视为收到；如通过邮件(邮资已付)寄发，在未有更早收到的证据的情况下，应在寄出后 48 个小时后（或如通过空邮寄发，则为六日后）视为收到。在非营业日收到的任何通知均应视为在下一个营业日收到。

10. 一般事项

10.1 各订约方确认并声明，本协议已经由其正式授权、签立及交付，并构成其合法，有效及具有约束力的义务，并可根据本协议的条款对其强制执行。除本公司为进行全球发售而可能需要得到的该等同意、批准及授权外，该订约方在履行其在本协议项下的义务时无需公司、股东或其他同意、批准及授权，且各订约方进一步确认其可履行本协议所述的义务。

10.2 本协议所规定的独家保荐人及整体协调人各自的义务属个别义务（而非共同的或共同及个别的义务）。任何独家保荐人或整体协调人概不会就任何其他独家保荐人或整体协调人未能履行本协议项下彼等各自的义务而承担任何责任，且任何其他独家保荐人或整体协调人未能履行本协议项下彼等各自的义务也不影响任何其他独家保荐人或整体协调人行使本协议条款的权利。尽管有上述规定，各独家保荐人及整体协调人有权单独或连同其他独家保荐人或整体协调人行使其于本协议项下的任何或所有权利，惟以适用法律允许者为限。

10.3 本公司及整体协调人为本协议就投资者股份数目及发售价以真诚作出的计算及判断应为最终决定，惟明显错误除外。

10.4 投资者、本公司、整体协调人及独家保荐人应就任何为达到本协议目的或与之有关而需要或可能需要给予第三方任何通知或从第三方获得同意及/或批准通力合作。

10.5 除非经各订约方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签署。

10.7 除非有关订约方另行书面同意，否则各订约方应各自承担与本协议有关的法律及专业费用、成本及开支，惟因本协议中拟进行的任何交易产生的印花税应由相关转让人/卖方及相关受让人/买方平均摊分承担。

10.8 时间是本协议的关键要素，惟本协议中提及的任何时间、日期或期间可经各订约方书面协议后予以延长。

10.9 除非经各订约方书面同意终止，本协议的所有条文在其可履行或遵守的情况下，即使按照第 4 条交易完成，仍然具有十足效力及作用，惟已经履行的事项除外。

10.10 除投资者订立的保密协议外，本协议构成各订约方就投资者投资于本公司的全部协议及理解。 本协议取代之前所有有关主体事项的承诺、担保、保证、声明、通讯、谅解及协议，不论是经书面或口头作出。

10.11 在本第 10.11 条另有规定的范围内，非本协议订约方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，惟此并不影响第三方现有或属第三者合约（第三者权

利）条例外的任何权利或补救措施：

(a) 获弥偿方可以强制执行并依赖第 6.5 条，犹如彼等为本协议的订约方。

(b) 本协议可在未经第 10.11(a) 条所述人士同意的情况下被终止或撤销，而本协议任何条款可在未经第 10.11(a) 条所述人士同意的情况下被修订、变更或豁免。

10.12 整体协调人及独家保荐人有权并谨此获授权以其认为合适的方式及条款将其全部或任何相关权利、职责、权力及酌情权转授予其任何一名或多名联属人士（无论是否办妥正式手续及毋须就有关转授另行通知本公司或投资者）。尽管有任何有关转授，有关整体协调人或独家保荐人应对依据本第 10.12 条规定委以相关权利、职责、权力及酌情权的任何联属人士的所有作为及不作为负责。

10.13 某订约方延误或无法行使或强制执行（全部或部分）本协议或法律上所赋予的任何权利不得作为解除或豁免或以任何方式限制该订约方进一步行使或执行该或其他权利的能力，透过单独或部分行使任何此类权利或补救措施亦不得妨碍任何其他或进一步行使该权利或补救措施，或行使任何其他权利或补救措施。本协议规定的权利、权力及补救措施属累积性，并不排除任何不论是依据法律或以其他情况所赋予的权利、权力及补救措施。除非豁免以书面形式作出且由被请求豁免的订约方签署，否则就本协议任何条款的违反给予的豁免均不具效力，条款亦未隐含有关豁免。

10.14 倘本协议的任何条款于任何时候在任何司法管辖区的法律下在任何方面属或变得不和法、无效或不可强制执行，这情况不得影响或损害：

(a) 本协议的任何其他条款在该司法管辖区内的合法性、有效性或可强制执行性；或

(b) 本协议的该条款或任何其他条款于任何其他司法管辖区法律的合法性、有效性或可强制执行性。

10.15 本协议对订约方及彼等各自之继承人、遗嘱执行人、遗产管理人、继承人及获许可的受让人具有约束力，亦仅有利于该等人士。任何其他人士概不得根据或凭借本协议取得或拥有任何权利。除为内部重组的目的外，订约方不得转移或转让本协议下的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。

10.16 在不损害向投资者就其他订约方遭受的所有损失及损害提出索偿的权利的情况下，倘若在上市日期或延迟交付日期（如适用）或之前，投资者违反任何保证，即使本协议有任何相反规定，本公司、整体协调人及独家保荐人应有撤销本协议的权利，而各订约方在本协议项下的所有义务应即时终止。

10.17 各订约方向其他订约方承诺其会促使签立及履行其他需要的文件及行动，及促使该等文件及行动的签立及履行，以令本协议的条款生效。

11. 管限法律及司法管辖权

11.2 本协议及各订约方之间的关系应受香港法例管辖并按照香港法例解释。

11.3 因本协议引起或与本协议有关的任何纠纷、争议或申索，或本协议的违反、终止或失效，均应根据提交仲裁申请当日生效的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地点

应为香港，应有三名仲裁员，仲裁程序应以中文进行。仲裁庭的判决和裁决属最终判决和裁决，对各订约方具有约束力，可以在任何具有管辖权的法院登录及执行，而各订约方不可撤回及无条件地放弃向司法当局作出任何形式的上诉、复核或追索的权利（在其可有效地放弃权利的前提下）。尽管有上述规定，在任命仲裁庭之前，各订约方有权寻求具有管辖权的法院的临时强制性济助或其他临时济助。在不影响国家法院管辖下可能提供的临时补救措施的情况下，仲裁庭应有充分的权力授予临时补救措施或命令订约方请求法院修改或撤销法院所颁令的临时或初步救济，并就任何一方未能遵守仲裁庭的命令作出损害赔偿的判决。

12. 豁免权

12.1 如果在任何司法管辖区的任何诉讼程序（包括仲裁程序）中，投资者（基于主权或刑事法或其他方式）拥有或可申请为其自身或其资产、财产或收入针对以下各项的任何豁免权：任何法律行动、起诉、诉讼程序或其他法律程序（包括仲裁程序），抵销或反诉、任何法院的管辖权、法律程序文件送达、因任何判决、裁定、决定、判令或裁决（包括任何仲裁裁决）被扣押或辅助执行扣押、或为给予任何救济或执行任何判决、裁定、决定、判令或裁决（包括任何仲裁裁决）而进行的其他法律行动、起诉、或诉讼程序，或者在任何此类诉讼程序中存在可能归于其自身或其资产、财产或收入的任何有关豁免（无论是否要求取得），投资人均在此不可撤回及无条件地放弃并同意不就任何该等诉讼程序申请或要求取得任何该等豁免。

13. 特意删除

13.1 特意删除

13.2 特意删除

14. 对应本

14.1 本协议可以任何数量的对应本签立，并由各订约方以单独的对应本签立。各对应本均为原件，但所有对应本应共同构成一分相同的文书。通过电子邮件附件(PDF)或传真印件交付本协议签名页的对应本为有效的交付方式。

兹证明，由各订约方的正式授权签字人于首页所载日期签立本协议。

代表：
安徽海螺材料科技股份有限公司

签署人：



姓名：

职位：董事

代表：
国轩高科股份有限公司

签署人：



姓名：李缜

职位：法定代表人

代表：

中信建投（国际）融资有限公司

签署人:

Zhao Xin

姓名：赵鑫
职位：执行董事

附表一

投资者股份

投资者股份数目

投资者股份的数目应相当于(1)相当于人民币 52,600,000 的港元（按投资者实际换汇的港元兑人民币汇率计算）（包括投资者将就投资者股份支付的经纪佣金及征费），除以 (2) 发售价（向下调整至最接近 1,000 股股份的整数每手买卖单位）。

根据《上市规则》第 18 项应用指引第 4.2 段、《新上市申请人指南》第 4.14 章及联交所给予的豁免（如有），倘若香港公开发售股份超额认购，投资者根据本协议认购的投资者股份数目或会受国际发售及香港公开发售之间的重新分配影响。倘若股份在香港公开发售的总需求出现在本公司最终版招股章程中「全球发售架构 – 香港公开发售 – 重新分配」 一节所载之情况，则投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。

附表二

投资者详情

投资者：国轩高科股份有限公司

注册成立地点：	安徽省合肥市包河区花园大道 566 号
注册成立证书编号：	913206001383467928
商业登记号码：	913206001383467928
法人实体识别号码：	913206001383467928
营业地址及电话号码及联络人：	安徽省合肥市包河区花园大道 566 号 宋歌，电话号码: 18616698654
主要业务：	主营磷酸铁锂材料及电芯、三元材料及电芯、动力电池组、电池管理系统及储能型电池组等；
主要股东：	李缜、李晨及南京国轩控股集团有限公司（“国轩控股”）（李缜为国轩控股控股股东、法定代表人、执行董事；李晨系李缜之子）；
主要股东的注册成立地点：	中国
主要股东的商业登记号码及法人实体识别号码：	91440400775081600P
主要股东的主要业务：	汽车新车销售；汽车零配件批发；汽车零配件零售；新能源汽车整车销售；新能源汽车换电设施销售；新能源汽车生产测试设备销售；汽车零部件研发；国内贸易代理；贸易经纪；
股东及持有权益：	李缜、李晨、南京国轩控股集团有限公司合计持有国轩高科股份有限公司 16.87%股权(其为最大控制投票权的股东群)
在招股章程中就投资者的描述（包括背景资料）：	国轩高科股份有限公司创立于 1995 年，为一家于中华人民共和国注册成立的股份有限公司，其注册办事处位安徽省合肥市包

	河区花园大道 566 号。国轩高科主营磷酸铁锂材料及电芯、三元材料及电芯、动力电池组、电池管理系统及储能型电池组。国轩高科由李缜、李晨、南京国轩控股集团有限公司合计持有 16.87%股权(其为最大控制投票权的股东群)。国轩高科已分别於深圳证券交易所上市（证券代码：002074）及瑞士证券交易所上市（证券代码：GOTION）。
所属投资者类别（为需在联交所的 FINI 承配人名单范本中载列的或就有关获配售人／承配人需在 FINI 界面披露的类别）：	基石投资者

订立日期：2024 年 12 月 27 日

安徽海螺材料科技股份有限公司

安徽盛昌化工有限公司

及

中信建投（国际）融资有限公司

基石投资协议

的近律师行
香港中环
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电话：+852 2825 9211
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本协议于 **2024** 年 **12** 月 **27** 日订立

订约方：

(1) **安徽海螺材料科技股份有限公司**，一家在中国注册成立的股份有限公司，注册地址位于中国安徽省芜湖市皖江江北新兴产业集中区（除托管区域外）通江大道南侧 150 米芜湖市江北新区建设指挥部 G 区 1-301 号（「**本公司**」）；

(2) **安徽盛昌化工有限公司**，一家在中国注册成立的公司，注册地址位于安徽省滁州市定远县炉桥镇泉盛路西侧（「**投资者**」）；及

(3) **中信建投（国际）融资有限公司**，一家在香港注册成立的公司，注册地址位于香港中环康乐广场 8 号交易广场二期 18 楼（「**中信建投**」或「**独家保荐人**」）。

鉴于下述缔约背景：

(A) 本公司正申请以全球发售(「**全球发售**」)的方式将其股份于联交所(定义见下文)主板上市，全球发售包括：

(i) 本公司在香港公开发售 14,498,000 股 H 股（定义见下文）以供公众认购（「**香港公开发售**」）；及

(ii) 根据《证券法》（定义见下文）S 规例（Regulation S）在美国境外（包括向香港的专业和机构投资者配售）有条件配售 130,476,000 股 H 股（「**国际发售**」）。

(B) 就全球发售而言，中信建投担任独家保荐人及整体协调人。

(C) 作为国际发售的一部分，投资者有意根据本协议所载条款及条件透过整体协调人或其联属人士（如有）（作为国际发售相关部分的承销商）认购投资者股份（定义见下文）。

各订约方达成以下协议：

1. 定义及释义

1.1 在本协议（包括上述缔约背景及附表）中，除非文意另有所指，下述各词语及表述具有下述涵义:

「**联属人士**」就特定个人或实体而言，除非文意另有所指，指直接或间接通过一个或多个中介，控制该个人或实体，或受该个人或实体控制，或与该个人或实体共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「正在控制」、「被控制」或「在共同控制之下」）指拥有直接或间接的权力去指令或导致一名人士的管理和政策，不论是通过拥有具表决权证券、订约或其他方式；

「**投资总额**」指相等于发售价乘以投资者股份数目的金额；

「**该等批准**」具有第 6.2(f)条所赋予该词之涵义；

「**联系人/紧密联系人**」具有《上市规则》所赋予该词之涵义；

「**经纪佣金**」指根据费用规则（具有《上市规则》所赋予该词之涵义）第 7(1) 段规定按投资总额的 1.0%计算的每股 H 股经纪佣金；

「**营业日**」指香港持牌银行通常于香港向公众开放办理一般银行业务及香港联交所开放处理证券业务的日子，惟星期六、星期日或香港公众假期除外；

「**中央结算系统**」指由香港中央结算有限公司设立和运营的香港中央结算及交收系统；

「**交易完成**」指根据本协议的条款和条件完成认购投资者股份；

「**《公司条例》**」指《公司条例》（香港法例第 622 章）；

「**《公司（清盘及杂项条文）条例》**」指《公司（清盘及杂项条文）条例》（香港法例第 32 章）；

「**关连人士**」/「**核心关连人士**」具有《上市规则》所赋予该词的涵义；

「**关联关系**」具有《中国证监会备案规则》所赋予该词的涵义及并按照该规则解释；

「**《合约(第三者权利)条例》**」指《合约(第三者权利)条例》（香港法例第 623 章）；

「**控股股东**」，除非文意另有要求，具有《上市规则》所赋予该词之涵义；

「**中国证监会**」指中国证券监督管理委员会；

「**《中国证监会备案规则》**」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》和配套指引则（经不时修订、补充或以其他方式修改）；

「**延迟交付日期**」指，受限于香港公开发售及国际发售的承销协议的签订并成为无条件且未被终止，整体协调人根据第 4.3 条通知投资者的较后日期；

「**处置**」包括（就任何相关股份而言）直接或间接：

(i) 不论直接或间接，且不论有条件或无条件，发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置（包括设立或以协议设立或出售或授出或同意出售或授出任何用以购买的购股权或合约或任何用以购买的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）相关股份或任何其他可转换为或可行使或可交换以获取该等相关股份的证券的任何法定或实益权益，或就相关股份或任何其他可转换为或可行使或可交换该等相关股份的证券的任何法定或实益权益设立任何性质的任何第三方权利，或代表有权获取该等相关股份或就此订立合约；

(ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何实益所有权的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文(i) 及(ii)所述任何交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布有意进行、订立上文(i) 、(ii) 及(iii)所述的任何上述交易，在各种情况下，均不论上文(i) 、(ii) 及 (iii) 所述的任何上述交易是否将以交付相关股份或任何其他可转换为或可行使或可交换以获取该等相关股份的证券、以现金或以其他方式交付，而「处置」亦应据此诠释；

「**会财局**」指香港会计及财务汇报局；

「**FINI**」具有《上市规则》所赋予该词之涵义；

「**全球发售**」具有上述缔约背景 (A) 段所赋予该词的涵义；

「**政府机构**」指任何政府、监管机构或行政组织、董事会、团体、机构或组织、或任何证券交易所、自我监管组织或其他非政府监管机构、或任何法院、司法机构、审裁处或仲裁员，于各情况下均不限国家、中央、省、州、区、市、地方、国内、国外或超国家的相关组织（包括但不限于联交所、证监会及中国证监会）；

「**本集团**」指本公司及本公司的附属公司，或（按文义所指）就本公司成为本公司现时附属公司的控股公司前的期间而言，该等附属公司及由该等附属公司或（视情况而定）本公司的前身公司经营的业务；

「**《新上市申请人指南》**」指联交所刊发的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

「**港元**」指香港的法定货币；

「**香港**」指中国香港特别行政区；

「**香港公开发售**」具有上述缔约背景（A）段所赋予该词之涵义；

「**获弥偿方**」具有第 6.5 条所赋予该词的涵义；

「**国际发售**」具有上述缔约背景（A）段所赋予该词的涵义；

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

「**投资者相关资料**」具有第 6.2(i)条所赋予该词的涵义；

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的 H 股数目，其根据附表一的规定计算并由本公司和整体协调人厘定；

「**法律**」指所有相关司法管辖区的任何政府机构（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、办法、法例、规则、规定、指引、指导、决定、意见、通知、通告、官方指令、要求、命令、判决、法令或裁定；

「**征费**」指投资总额 0.0027%的证监会交易征费（或上市日期当时的交易征费），投资总额 0.00565%的联交所交易费（或上市日期当时的交易费）及投资总额 0.00015%的会财局交易征费（或上市日期当时的交易征费）；

「**上市日期**」指 H 股首次于联交所主板上市的日期；

「**《上市规则》**」指《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、新上市申请人指南、指引及其他规定（经不时修订、补充或以其他方式修改）；

「**禁售期**」具有第 5.1 条赋予该词之涵义；

「**发售价**」指将根据全球发售所发售或出售的 H 股的每股股份最终港元价格（不包括经纪佣金及征费），将由整体协调人（代表全球发售下的承销商）及本公司就全球发售而厘定（不包括经纪佣金、费用及征费），发售股份将根据全球发售按此价格发售；

「**超额配股权**」具有国际发售通函所赋予该词之涵义；

「**整体协调人**」指本公司就其申请以全球发售的方式将其股份于联交所主板上市而不时委任的整体协调人 （除非文意另有所指）；

「**订约方**」指本协议的合约一方或各方；

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

「**初步发售通函**」指预期由本公司就国际发售向潜在投资者（包括投资者）发出的初步发售通函及其任何补充文件，并经不时修订或补充；

「**专业投资者**」具有《证券及期货条例》附表 1 第 1 部赋予该词之涵义；

「**招股章程**」指本公司将就香港公开发售在香港刊发的最终招股章程；

「**公开文件**」指本公司将就国际发售刊发的初步发售通函及国际发售通函、就香港公开发售在香港的招股章程及正式通知，以及本公司就全球发售可能刊发的该等其他文件及公告，其分别各自经不时修订或补充；

「**监管机构**」具有第 6.2(i)条所赋予该词之涵义；

「**相关股份**」指投资者根据本协议认购的投资者股份，及因任何供股、资本化发行或其他形式之资本重组（不论该等交易是否以现金或其他方式结算）而衍生的任何本公司股份或其他证券或权益；

「**《证券法》**」指经修订的 1933 年《美国证券法》（United States Securities Act of 1933）；

「**证监会**」指香港证券及期货事务监察委员会；

「**《证券及期货条例》**」指《证券及期货条例》（香港法例第 571 章）；

「**H 股**」指本公司股本中每股面值人民币 1 元的普通股，将以港币交易并拟在联交所上市；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有《公司条例》所赋予该词之涵义；

「**美国**」指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有《证券法》S 规例（Regulation S）所赋予该词之涵义。

1.2 除非文意另有所指，在本协议中:

(a) 对「**条款**」、「**分款**」或「**附表**」的提述均指对本协议的条款或分款或附表的提述；

(b) 索引、条款及附表标题仅供参考，不得影响本协议的解释；

(c) 上述缔约背景及附表构成本协议的组成部分并具有相同的效力和作用，如同本协议正文所明确载明者，对本协议的任何提述应包括上述缔约背景及附表；

(d) 单数应包括复数，反之亦然；指代一个性别的单词应包括另一性别；

(e) 对本协议或其他文书的提述包括对本协议或其他文书的任何更改或取替；

(f) 对法规、法定条文、规定或规则的提述包括对下列的提述：

(i) 不时合并、修订、补充、修改、重新制定或由任何法规、法定条文、规定或规则取代的法规或条文；

(ii) 任何该法规、法定条文、规定或规则所废除并重新订立的法规或条文（无论有否修改）；及

(iii) 任何按该法规或法定条文所订立的附属法例；

(g) 除非另有指明，否则凡提述时间及日期均为香港时间及日期的提述；

(h) 对「**公司**」的提述应诠释为包括于任何时间及以任何形式注册成立或成立的任何公司、法团或其他法人团体；

(i) 对「**人士**」的提述包括提述个人、企业、公司、法人团体、非法团组织或机构、政府、国家或国家机构、合资企业、协会或合伙企业（不论是否具有独立的法人资格）；

(j) 对「**包括**」的提述应解释为包括但不限于；

(k) 有关香港以外任何司法管辖区的任何诉讼、弥偿、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事物的任何法律词汇的提述，均被视为包括于该司法管辖区与香港有关法律词汇最相近的法律词汇。

2. 投资

2.1 在满足下文第 3 条所述条件（或由各订约方豁免，但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免）后及按照本协议的条款和条件：

(a) 根据及作为国际发售的一部分，并通过整体协调人及/或彼等之联属人士以国际发售相关部分的国际承销商之代表身份，投资者将按发售价认购投资者股份，而本公司将按发售价发行、分配及配售且整体协调人将分配及/或交付(视乎情况而定)或安排分配及/或交付(视乎情况而定)投资者股份予投资者；及

(b) 投资者须就投资者股份根据第 4.2 条支付投资总额、经纪佣金及征费。

2.2 投资者可在不迟于上市日期前三个营业日选择以书面通知本公司、整体协调人及独家保荐人，通过投资者之全资附属公司认购投资者股份，该全资附属公司为专业投资者且 (i) 非美国人士；(ii) 位于美国境外；及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份，惟：

(a) 投资者应促使上述全资拥有附属公司在当日向本公司、整体协调人及独家保荐人提供书面确认，以确认其同意受本协议中由投资者所给予的协议、陈述、保证、承诺、承认及确认的约束。上述由投资者所给予的协议、陈述、保证、承诺、承认及确认均被视为由投资者为其自身及上述全资拥有附属公司所作出；及

(b) 投资者 (i) 无条件及不可撤销地向本公司、整体协调人及独家保荐人保证上述全资拥有附属公司及时、准时及认真履行及遵守其在本协议下的全部协定、协议、责任、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺（如投资者根据本协议直接收购投资者股份，则亦适用）；及 (ii) 承诺按照第 6.5 条应各获弥偿方要求全额赔偿各获弥偿方。就凡因投资者全资附属公司违反本协议的协定、协议、责任、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺或与之有关而直接或间接招致、产生或持续的全部损失、损害、索偿、责任、费用及开支。

投资者在本第 2.2 条下的义务构成直接、主要及无条件的义务，在被要求时向本公司、整体协调人及独家保荐人支付任何上述全资拥有附属公司在本协议下需支付的金额，并履行任何上述全资拥有附属公司在本协议下的义务而无需本公司、整体协调人或独家保荐人先行向上述全资拥有附属公司或任何其他人士作出行动。除文意另有规定外，本协议中「投资者」一词应诠释为包括上述全资拥有附属公司。

2.3 本公司及整体协调人（为其本身及全球发售承销商）、独家保荐人可全权酌情决定全部或部分投资者股份按照第 4.3 条于延迟交付日期交付。

2.4 本公司和整体协调人（为其本身及全球发售承销商）将按他们可能同意的方式厘定发售价。投资者股份的实际数目将由本公司及整体协调人根据附表一厘定。除明显错误外，该厘定将为最终定论且对投资者具约束力。

3. 交易完成的前提条件

3.1 根据第 2.1 条由投资者认购以及由本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或致使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务，仅在以下各条件于交易完成时或之前达成或获豁免（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免）：

(a) 香港公开发售的承销协议和国际发售的承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和，且其所载的所有完成先决条件均已于不晚于该协议中订明的日期及时间达成及成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以豁免或更改），以及任何前述承销协议均未被终止；

(b) 本公司和整体协调人（代表全球发售的承销商）已就全球发售议定发售价；

(c) 联交所上市委员会已批准股份上市及允许 H 股（包括投资者股份及其他适用的豁免及批准）上市及买卖，有关批准、允许或豁免在 H 股开始于联交所买卖前未被撤销；

(d) 任何政府部门未制定或公布任何禁止开展全球发售或本协议所预期的交易的法律，且具有司法管辖权的法院并未作出阻止或禁止开展有关交易的有效命令或强制令；及

(e) 投资者在本协议下的各项陈述、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘本协议日期后 180 天（或本公司、投资者、整体协调人及独家保荐人可能书面约定的其他日期）当日或之前第 3.1 条所载的任何条件未能达成或获豁免（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免），投资者购买投资者股份及本公司和整体协调人发行、分配、配售及/或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议支付的任何款项须不计利息在商业可行的情况下（且无论如何不迟于本协议终止日期起计 30 天内）退还予投资者，而本协议将告终止并不再具有效力，而本公司、整体协调人及/或独家保荐人的全部义务及责任将告停及终止，惟本协议根据第 3.2 条终止并不损害任何订约方于有关终止时或之前就本协议的条款对其他订约方已存在的权利或责任。为免生疑问，本条款的任何部分不得被诠释为授予投资者权利以使其于截至根据本条款上述日期之期间就其根据本协议各自作出的陈述、保证及承诺及确认的任何违反作出补救。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，或者发售价将会在公开文件中列明的指示性范围内，而倘若全球发售基于任何理由延迟或终止，或不在所预期的日期及时间前完成，又或无法完成，或者发售价不在公开文件中列明的指示性范围内，本公司、整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃基于全球发售基于任何理由不在所预期的日期及时间前完成或无法完成，又或者发售价不在公开文件中列明的指示性范围内而向本公司、及/ 或独家保荐人或彼等各自的联属人士提起任何申索或诉讼的任何权利(如有)。

4. 交易完成

4.1 受第3条及本第4条所规限，投资者将根据及作为全球发售的一部分通过整体协调人（及/或其联属人士）以他们作为国际发售相关部分的国际承销商之代表身份按发售价认购投资者股份。因此，投资者股份将在国际发售完成，或在延迟交付日期的同时，按本公司及整体协调人（或其联属人士）决定的时间及方式予以认购。受限于本协议的条文，各方承认交易完成应于国际发售完成时或延迟交付日期同时发生（即投资者股份应由投资者认购）。

4.2 投资者须于上市日期前不少于三个营业日香港时间晚上八时正或之前以港元全额支付所有投资者股份的投资总额及相关经纪佣金与征费。投资者须以立即可用的结算资金按应支付款项于同日之价值（不作出任何扣减或抵销）电汇至整体协调人于不迟于上市日期前四(4)个完整营业日书面通知投资者的港元银行账户（相关通知须包括付款账户的详情及投资者根据本协议应付的总金额）。

4.3 倘若整体协调人以其全权酌情决定投资者股份的全部或任何部分之交付应于上市日期之后的日期（「**延迟交付日期**」） 进行，整体协调人须(i)于上市日期前不少于两(2)个营业日以书面通知投资者将延迟交付的投资者股份数目；及(ii)于实际延迟交付日期前不少于两(2)个营业日以书面通知投资者延迟交付日期，惟延迟交付日期不得迟于超额配股权可能获行使的最后日期之后的三(3)个营业日。倘投资者股份将于延迟交付日期交付予投资者，投资者仍应按第4.2条就投资者股份支付应支付的款项。

4.4 投资者根据第4.2条就投资者股份作出如期支付后，向投资者（或投资者附属公司（视情况而定））交付投资者股份应通过中央结算系统作出，即将投资者股份直接存入中央结算系统中，以计入投资者于不迟于上市日期或根据第 4.3 条决定的延迟交付日期前两(2)个营业日书面通知整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.5 在不损害第4.3条之情况下，交付投资者股份及支付投资总额亦可按本公司、整体协调人、独家保荐人及投资者书面议定的任何其他方式进行，但前提是，支付投资总额及交付投资者股份不得迟于可行使超额配股权最后日期之后的三(3)个营业日。

4.6 倘投资总额以及相关经纪佣金及征费（不论全部或部分）未能按本协议规定的时间及方式支付，则本公司、整体协调人及独家保荐人有权以各自的绝对酌情权终止本协议，而在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任将会停止及终止（但不妨碍本公司、整体协调人及独家保荐人因投资者未能履行彼等在本协议项下的义务而针对投资者提出的任何申索）。于任何情况下，投资者应根据第6.5条全面承担因投资者未能悉数支付投资总额以及经纪佣金及征费而引致或产生之任何损失及损害，并因此按税后基准，对各获弥偿方因此遭受的任何损失及损害予以悉数弥偿，保护获弥偿方免受其害。

4.7 如果由于本公司、整体协调人及独家保荐人无法控制的情况而阻止或延迟履行本协议项下的义务，则本公司、整体协调人及独家保荐人无需因其未能或延迟履行本协议义务承担责任，且有权终止本协议。该等无法控制的情况包括但不限于天灾、洪水、战争（无论宣战或未宣战）、恐怖主义、宣布国家或国际或地区紧急状态、灾难、危机、经济制裁、爆炸、海啸、地震、火山爆发、火灾、骚乱、叛乱、内乱、流行病或大流行病、疾病爆发或升级、罢工、停工、其他工业行动、严重的运输中断、严重的交通阻滞、政府

运作瘫痪、公共秩序混乱、政治不稳定、敌对行动的威胁或升级、电力或其他供应的普遍故障、飞机碰撞、技术故障、意外或机械或电力故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷以及任何现有或未来法律的变更，或任何现有或未来的政府活动等类似情形。

4.8 如未能符合《上市规则》第 8.08(3)条规定，指在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%，整体协调人及公司有唯一及绝对酌情权调整投资者可购买投资者股份的分配以符合《上市规则》第 8.08(3)条的规定。

5. 投资者限制

5.1 受第 5.3 条所规限下，投资者同意，并向本公司、整体协调人及独家保荐人作出契诺及承诺，在未经本公司、整体协调人及独家保荐人事前书面同意的情况下，投资者不会自上市日期（包含上市日期当日）至上市日期起计满六(6)个月之日期（包含该日）止期间（「**禁售期**」）内的任何时间（不论直接或间接）：(i) 以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益；(ii) 允许自身出现其最终实益拥有人层面的控制权（涵义按证监会颁布的《公司收购、合并及股份回购守则》的定义）变动；或(iii) 订立与于上述交易具有相同经济效果的任何其他交易。

5.2 受限于任何适用法律的规定，于禁售期届满后的任何时候，倘其订立任何出售事项或同意或订约或公开宣布有意订立任何出售事项：

(a) 其须于订立任何该等交易前以事先书面通知的形式知会本公司、独家保荐人及整体协调人；及

(b) 其须尽其最大努力以确保不会导致本公司股份出现市场混乱或造市，并遵守全部适用法律以及各司法权区证券交易所的所有有关证券法例及法规，包括《上市规则》、《公司条例》、《公司（清盘及杂项条文）条例》及《证券及期货条例》。

5.3 第 5.1 条的任何规定并不阻止投资者转让全部或部分相关股份予其任何直接或间接全资附属公司，惟于所有情况下：

(a) 至少提前五(5)个营业日向本公司、独家保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，该证明可按本公司、独家保荐人和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) 在进行该转让之前，该全资附属公司给予书面承诺（以本公司、整体协调人及独家保荐人为受益人，且条款均令本公司、整体协调人及独家保荐人满意）其同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务的约束，包括第 5 条所载对投资者施加的限制，犹如该全资附属公司本身受该等义务及限制的规限，并在该转让之前作出投资者在本协议下的相同承认、确认、承诺、陈述及保证；

(c) 该全资附属公司应被视为已给予与第 6 条中相同的承认、确认、承诺、陈述及保证；

(d) 投资者及投资者的该全资附属公司应被视为所有投资者股份的投资者，并共同及各别承担本协议下的所有责任及义务；

(e) 在禁售期届满前的任何时间，若该全资附属公司即将或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，且无论如何在不再是投资者的全资附属公司之前，将其持有的相关股份全部有效地转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须作出（且投资者承诺促致该附属公司作出）书面承诺（以本公司、整体协调人及独家保荐人为受益人，且条款均令本公司、整体协调人及独家保荐人满意），同意将受投资者于本协议项下的义务约束，包括本第 5 条所载对投资者施加的限制，作出本协议项下相同的承认、确认、承诺、陈述及保证，犹如该全资附属公司本身受限于该等义务及限制，并共同及各别承担本协议下的所有责任及义务；

(f) 全资附属公司为 (i) 非美国人士；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得相关股份。

5.4 投资者同意及承诺，除非取得本公司、整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人于本公司全部已发行股本中拥有的总股权（直接及间接）须低于本公司于任何时候全部已发行股本的 10%（或《上市规则》不时就「主要股东」的定义所订定的其他百分比），而投资者不会于上市日起十二(12)个月内成为《上市规则》所指的本公司核心关连人士，并且投资者及其紧密联系人于本公司已发行股本总额的总持股（直接及间接）不得导致本公司公众（于《上市规则》规定且由联交所解释）持股数量低于《上市规则》第 8.08 条规定的比例或联交所不时同意的其他比例。投资人同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及独家保荐人。

5.5 投资者同意投资者将作为自营投资持有本公司的股本，及在本公司、整体协调人及/或独家保荐人的合理要求下向本公司、整体协调人及独家保荐人提供合理证据，以证明投资者乃作为自营投资于本公司股本中持有股权。投资者不得，及应确保他们的任何控股股东、联系人及其实益拥有人均不会在全球发售的累计投标程序中申请或作出指示以认购 H 股（投资者股份除外）或在香港公开发售中作出 H 股申请。

5.6 投资者及其联属人士、董事、高级人员、雇员或代理概不会与本公司、本公司的控股股东、本集团的任何其他成员或其各自的联属人士及上述各方的联系人、董事、高级人员、雇员或代理订立任何与《上市规则》（《新上市申请人指南》第 4.15 章或由监管机构刊发的书面指引）不一致或相悖的协议或安排（包括补充条款）。

6. 承认、陈述、承诺及保证

6.1 投资者向本公司、整体协调人及独家保荐人分别作出陈述、承认、保证、承诺、同意及确认如下：

(a) 本公司、整体协调人、独家保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合作伙伴及代表概未作出任何陈述或任何保证或承诺，表明全球发售将（在任何特定时限内或是否会）进行或完成，或发售价将处于公开文件所载的指示范围。如果全球发售因任何原因延误、未进行或未完成，或发售价非处于公开文件所载的指示范围，前述人士概不会对投资者负有任何责任；

(b) 本协议、投资者的背景资料及本协议所预期订约方之间的关系及安排须在公开文件及全球发售的其他推广及路演材料中披露，而且公开文件及该等其他推广及路演材料及公告会提述投资者，特别是，本协议将为一份重大合约而须就全球发售被递交予香港监管机构及作为展示文件之一，或根据《公司（清盘及杂项条文）条例》及《上市规则》以其他方式处置；

(c) 根据《上市规则》须向联交所或在 FINI 上提交的有关投资者的资料将与本公司、联交所、证监会及其他必要的监管机构共享，并载列入一份综合承配人名单，该名单将在 FINI 上向整体协调人披露；

(d) 发售价仅由且完全由本公司及整体协调人于路演及累计投标过程后根据全球发售的条款及条件厘定，且未必介乎公开文件订明的指示性发售价范围，投资者并无任何权利对之作出任何反对；

(e) 投资者股份将由投资者通过整体协调人及/或彼等之联属人士（以彼等作为国际发售的国际承销商之代表身份）认购；

(f) 投资者将根据及受限于本公司组织章程大纲及细则或其他组成及宪章文件以及本协议之条款及条件接纳投资者股份；

(g) 投资者股份数目可能会因根据《上市规则》第 18 项应用指引、《新上市申请人指南》第 4.14 章或联交所可能不时批准且适用于本公司之其他百分比对国际发售及香港公开发售之间重新分配 H 股而受影响；

(h) 在接近签订本协议时，或其后的在国际发售完成前的任何时间，本公司、整体协调人及独家保荐人已经或可能作为国际发售的一部份和一个或多个其他投资者签订类似投资的协议；

(i) 投资者股份并未且将不会根据《证券法》或美国任何州份或其他司法管辖区的证券法进行登记，且不可于美国境内或向任何美国人士直接或间接发售、转售、质押或另行转让（根据有效登记声明或获豁免遵守《证券法》的登记规定或有关交易无须依循《证券法》的登记规定则除外），亦不可于任何其他司法管辖区直接或间接发售、转售、质押或另行转让（该司法管辖区的适用法律容许则除外）；

(j) 投资者明白及同意投资者股份的转让仅可根据《证券法》S 规例在美国境外通过「离岸交易」（offshore transaction）（定义见《证券法》S 规例），并根据任何美国州份及任何其他司法管辖区适用的证券法律进行，而代表投资者股份的任何股票应附有备注大致说明上述情况；

(k) 除第 5.3 条规定外，若投资者的全资附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司仍为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(l) 投资者已（及可能于将来）就投资者于投资者股份之投资（及持有投资者股份）收到可能构成重要非公开信息及/或内幕消息（定义见《证券及期货条例》），其：(i)不得向任何人士披露有关信息（按需知情基准向其联属人士、附属公司、董事、

高级人员、雇员、顾问和代表（「**获授权接收人**」）仅作评估投资投资者股份的用途或基于法律要求的情况下披露则除外），直至有关信息在投资者或其任何获授权接收人没有过失的情况下成为公开信息为止；(ii) 尽其最大努力确保根据本第 6.1(l) 条获披露有关信息的获授权接收人不会披露有关信息（按严格的需知情基准向其他获授权接收人披露除外）；及(iii)不会及将尽最大努力确保根据本第 6.1(l) 条获披露有关信息的获授权接收人不会以可能导致违反任何与交易相关美国、香港、中国或其他适用司法管辖区的证券法律（包括内幕交易规定）的形式直接或间接购买、出售或买卖本公司或其联属人士或联系人的股份或其他证券或衍生工具或以其他方式就该等 H 股或证券或衍生工具进行交易；

(m) 以保密基础提供予投资者及/或其代表的本协议、招股章程草拟稿及初步发售通函草拟稿所载的信息，以及任何其他可能已以保密基础提供予投资者及/或其代表的材料（不论书面或口头上的），均不可复制、向任何其他人披露、传阅或散播，且已经提供予投资者的任何其他信息或材料可予更改、更新、修订及完成，投资者在决定是否投资投资者股份时不得依赖有关信息或材料。为免生疑问：

(i) 可能已向投资者及/或其代表提供的招股章程草拟本、初步发售通函草拟本或任何其他材料概不构成在任何不允许邀请、要约或招揽收购、购买或认购任何证券的司法管辖区内邀请、要约或招揽收购、购买或认购任何证券，且可能已向投资者及/或其代表提供的招股章程草拟本、初步发售通函草拟本或任何其他材料（不论书面或口头上的）的任何内容概不构成任何合约或承诺的基础；

(ii) 不得根据可能已向投资者及/或其代表提供的初步发售通函草拟本、招股章程草拟本或任何其他材料（不论书面或口头上的）作出或收到任何认购、收购或购买任何 H 股或其他证券的要约或邀请；及

(iii) 可能已向投资者及/或其代表提供的初步发售通函草拟本、招股章程草拟本或任何其他材料（不论书面或口头上的）可能在本协议签订后作出进一步的修改，投资者不应倚赖该等材料以决定是否就投资者股份作出投资；而投资者同意有关修改（如有）及放弃就与有关修改（如有）相关的权利；

(n) 本协议并不（共同或个别地）构成在美国或在就出售证券作出的要约属违法的任何其他司法管辖区就出售证券作出的要约；

(o) 投资者、其任何联属人士或任何代表其或彼等的人士均未参与或将参与任何针对投资者股份的直接销售努力（directed selling efforts）（根据《证券法》S 规例所赋予的含义)；

(p) 投资者已获提供其视为对评估购买投资者股份的利弊及风险而言属必要或可取的一切信息，并得到机会向本公司、整体协调人或独家保荐人提出有关本公司、投资者股份或其他其视为对评估购买投资者股份的利弊及风险而言属必要或可取的疑问并得到解答，而本公司已向投资者或其代理提供一切投资者或代投资者要求有关投资于投资者股份的文件及资料；

(q) 投资者均承认并同意于作出投资决定时，投资者已及将仅依赖本公司将发出的国际发售通函所载之资料，而非由或代表本公司、整体协调人及/或独家保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士）可能于本协议日期或之前向投资者提供的任何其他资料，而本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士概无就并没有载于国际发售通函内的任何资料或材料的准确性或完整性作出任何陈述或给予任何保证或承诺，且本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士概不就投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士使用或依赖该等资料或材料或者就没有载于国际发售通函的任何资料而向投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士承担任何责任；

(r) 本公司、整体协调人、独家保荐人及其各自的代表人不会就全球发售将会或将在任何特定时期内或将不会进行或完成或发售价处于发售通函或招股说明书所列指示性范围作出任何陈述，亦不作任何此类保证或承诺，亦不会因任何原因而导致全球发售推迟进行、无法进行或未能完成，或发售价未处于发售通函或招股说明书所列指示性范围而对投资者承担任何责任；

(s) 本公司、整体协调人、独家保荐人、其他全球发售承销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合作伙伴及顾问概未就投资者股份或认购、购买或发售投资者股份之利弊，或就本公司或本集团其他成员的业务、营运、前景或状况、财务或其他方面，或就与此有关的任何其他事宜而向投资者作出任何保证、陈述、承诺或建议；且除国际发售通函所提供者外，本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概未就投资者股份或认购、购买或发售投资者股份之利弊，或就本公司或其附属公司的业务、营运、前景或状况、财务或其他方面，或就与此有关的任何其他事宜而向投资者作出任何保证、声明或建议；

(t) 投资者将不会有提名或任命任何董事或管理人员的权利；

(u) 投资者会就其（直接或间接）处置任何投资者为或将（直接或间接）为或招股章程显示为相关股份之实益拥有人的相关股份遵守本协议、《上市规则》及任何适用法律不时之所有适用于投资者的所有限制（如有）；

(v) 于作出本协议项下的投资决定时，投资者已对本公司、本集团及投资者股份以及本协议所载投资者股份认购条款自行进行调查，且已在其认为必要或适宜时获得、参考并依赖其认为必要或适当的独立意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面），或以其他方式已信纳关于投资于投资者股份的税务、监管、财务、金融、会计、法律、货币及其他方面以及投资者投资于投资者股份的合适性，且并未及将无权依赖由或代表本公司或任何整体协调人、独家保荐人、资本市场中介人或其他承销商就全球发售取得或进行之任何意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他意见或告慰（视乎情况而定）。本公司、整体协调人、独家保荐人或彼等各自的联系人、联属

人士、 董事、高级职员、雇员、顾问或代表概不就购买投资者股份或有关买卖投资者股份的任何税务、法律、货币或其他经济或其他后果负责；

(w) 投资者明白投资者股份现时并无公开市场，而本公司、整体协调人及独家保荐人概不保证投资者股份一定会出现公开的市场，且本公司、整体协调人、独家保荐人、国际承销商或其各自的代表人以及参与全球发售的任何其他方均不保证投资者股票将会存在公共或活跃的市场；

(x) 倘全球发售因任何原因而延迟或终止或者无法完成，本公司、整体协调人、独家保荐人或彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表概不会对投资者或其附属公司负责；

(y) 本公司及整体协调人将有绝对酌情更改或调整(i)根据全球发售将予发行的 H 股数目；及(ii) 香港公开发售及国际发售分别将予发行的 H 股数目；

(z) 本公司及整体协调人将有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)条的规定，该规则规定于上市日期由本公司持股量最高的三名公众股东实益拥有的股份不得超过公众持有股份的 50%； 及

(aa) 投资者已同意将于上市日期或根据第 4.5 条可能议定的其他日期香港时间上午八时正或之前支付投资总额以及相关经纪佣金及征费；。

6.2 投资者（为其本身及代表其全资附属公司）进一步向本公司、整体协调人及独家保荐人作出陈述、声明、保证、承认、同意、确认及承诺如下：

(a) 投资者根据其注册成立地点的法律正式注册成立并有效存续，并无任何清盘呈请、清盘命令或通过有效的清盘决议案；

(b) 投资者有完全的法律权利、公司权利及授权以拥有、使用、租赁及经营其资产（包括但不限于物业资产），以及按现行方式经营和开展其目前所经营和开展的业务；

(c) 投资者拥有全面权力、授权及能力，且已采取所需的一切行动（包括取得任何政府及监管机构或其他第三方的所有必需的同意、批准及授权），签立及交付本协议、订立及进行本协议项下的交易以及履行本协议项下之义务；

(d) 本协议已获投资者正式授权、签立及交付，并构成合法有效而且对投资者具约束力及可根据本协议的条款对其强制执行；

(e) 投资者已采取并将于本协议有效期内采取一切必要步骤以履行其于本协议项下的义务、 使本协议及本协议项下拟进行的交易具有效力，并遵守所有相关法律；

(f) 已取得所有根据任何适用于投资者的相关法律且投资者根据本协议就认购投资者股份须取得的同意、批准、授权、许可及注册(「**该等批准**」)，且该等批准具十足效力及作用，且没有被视作无效、撤销、撤回或搁置，该等批准概无受任何尚未

达成或履行的先决条件所限制。投资者进一步同意并承诺，如果任何该等批准因任何原因不再具十足效力及作用或被视作无效、被撤销、被撤回或被搁置，则投资者会立即以书面形式通知本公司、独家保荐人及整体协调人；

(g) 投资者签立及交付本协议、履行其于本协议下的义务及认购投资者股份将不会抵触或导致抵触：(i)投资者的组织章程大纲及组织章程细则（或同等章程文件）的任何条文；或(ii) 投资者就本协议下拟议的交易须遵守的任何司法管辖区的法律，或就投资者认购投资者股份适用于投资者的任何司法管辖区的法律；或(iii)投资者参与订立或对其具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府机构的任何判决、命令或判令；

(h) 其并非本公司的联属人士或代表本公司或该联属人士行事之人士；

(i) 其已并将遵守所有司法管辖区与认购投资者股份相关的适用法律，包括直接或间接地通过本公司、整体协调人及/或独家保荐人向或致使或促使向联交所、证监会、中国证监会及／或任何其他政府、公共、金融或监管机构、团体或证券交易所（「**监管机构**」）在任何该等监管机构要求的任何时间内提供在各种情况下按照适用法律规定或任何监管机构不时要求披露的资料，或致使或促使该等资料予以提供，并同意和认可就该等资料的披露。有关资料包括但不限于：(i)投资者及其最终实益拥有人及/或最终负责就认购投资者股份作出指示的人士的身份资料（包括但不限于彼等各自的姓名／名称及注册成立地点）；(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细节、投资者股份的数量、投资总额，以及本协议项下的禁售限制）；(iii)涉及投资者股份的任何掉期合约安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人以及该掉期合约安排或其他金融或投资产品的提供者的身份资料）；及／或(iv)投资者或其实益拥有人及联系人与本公司及其任何股东之间的任何关联关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、整体协调人、独家保荐人或彼等各自的联属人士、董事、高级管理人员、雇员、顾问及代表按照《上市规则》或适用法律的规定或任何相关监管机构的要求下向相关监管机构及／或在任何公开文件或其他公告或文件中披露任何投资者相关资料；

(j) 于作出本协议项下的投资决定时，投资者具备有关金融、投资、财务及业务事宜的知识及经验，以评估信誉、市场及所有其他相关风险的专业知识，即(i)其有能力评估于预期投资投资者股份的利弊、风险并保护其利益；(ii)其有能力承担有关投资的经济风险，包括但不限于完全损失于投资者股份的投资；(iii)其已收到所有其认为就决定是否投资于投资者股份而言属必需或合适的资料，以决定是否投资于投资者股份；及(iv) 其在投资于处于类似发展阶段的公司证券的交易方面具有一定经验；

(k) 投资者认购投资者股份乃为其利益及仅为自身投资目的，并无意进行证券法所指的分销或公开转售该等股份；

(l) 其日常业务为购买或出售股份或债券，或其为专业投资者，而透过订立本协议，其并非任何整体协调人或独家保荐人就本协议项下拟进行之交易的客户；

(m) 其作为当事人为其本身作自行投资认购投资者股份作投资之用，并无考虑分派任何其根据本协议认购的投资者股份，且投资者无权提名任何人士出任本公司董事及高级职员；

(n) 如果投资者于美国境外认购投资者股份，则该认购是以「离岸交易」（定义见《证券法》S 规例）方式进行且投资者并非美国人士；

(o) 投资者认购投资者股份乃获豁免遵守《证券法》的登记规定（或不需符合有关规定）的交易；

(p) 投资者、其联属人士或任何代表其行事之人士均未参与或将会参与任何与 H 股有关的直接销售活动（定义见 S 条例）并其了解于本协议下证券的要约并（共同或个别）不构成对于美国、香港或其他法治管辖区公众的证券出售要约；

(q) 投资者、及其的实益拥有人及/或联系人(i) 均为独立于本公司的第三方；(ii)并非本公司关连人士（定义见《上市规则》）或联系人，而投资者认购/投资者股份将不会导致投资者及其实益拥有人成为本公司的关连人士（定义见《上市规则》）（尽管投资者与任何其他方可能订立（或已订立）本协议提述的任何其他协议之关系），并将于本协议完成后独立于且并非与（就本公司的控制权而言）任何关连人士一致行动（定义见香港《公司收购及合并守则》）；及(iii) 有财务能力履行本协议项下的所有义务；(iv) 并非由(a)本公司任何关连人士（定义见《上市规则》）或(b)本公司 、本公司或其任何附属公司的董事、最高行政人员、控股股东、主要股东或现有股东，或任何该等人士的紧密联系人（定义见《上市规则》），直接或间接融资、资助或支持, 且并无习惯听取及并无听取任何该等关连人士（或该关连人士的联系人）就本公司证券的收购、出售、投票或其他处置作出的任何指示；及(v)与本公司或其任何股东不存在关联关系。亦不会在本公司的“控制”（定义见《公司收购、合并及股份回购守则》）方面与本公司的任何关连人士（或该关连人士的联系人）采取一致行动；

(r) 投资者、其实益拥有人及/或联系人均并非任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售承销商、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」具有《上市规则》附录 F1（股本证券的配售指引）赋予的涵义；

(s) 投资者的账户并非由相关交易所参与者（定义见《上市规则》）按全权管理投资组合协议管理。「全权管理投资组合」一词具《上市规则》附录 F1《股本证券的配售指引》所赋予该词的涵义；

(t) 投资者、其实益持有人，及其各自的联系人都并非本公司的董事（包括在过去 12 个月内的董事）、监事或现有股东或其联系人或上述人士的代名人；

(u) 除非事先书面通知联席保荐人及整体协调人，否则投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单范本中载列的或 FINI 界面或《上市规则》要求就获配售人／承配人披露的任何获配售人／承配人类别（「基石投资者」除外）；或 (b) 根据《上市规则》（包括《上市规则》第 12.08A 条）须在本公司配发结果公告中交待的各类获配售人；

(v) 投资者并未且将不会就分销H股与任何「分销商」（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(w) 投资者认购投资者股份将符合《上市规则》附录 F1（股本证券的配售指引）及《新上市申请人指南》第 4.15 章或任何由监管机构刊发的书面指引所载的规定；

(x) 投资者、其实益拥有人及/或联系人概无获本公司的任何关连人士、或任何整体协调人、独家保荐人、资本市场中介人、或任何其他全球发售承销商的任何一方直接或间接提供资金或支持以在根据本协议认购投资者股份。投资者及其联系人（如有）均独立于且与其他已参与或将参与全球发售的投资者或其任何联系人没有任何关联；

(y) 除本协议所规定者外，投资者并无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺；

(z) 投资者、其实益拥有人及／或联系人概无订立且将不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；及

(aa) 投资者并未获得也无意获得贷款或其他形式的债务融资以履行其在本协议项下的付款义务.

6.3 投资者向本公司、整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的集团公司的描述，以及提供予监管机构及/或本公司、联席保荐人、整体协调人及彼等之联属人士及/或按该等人士或机构要求的所有投资者相关资料，均在所有方面属真实、完整及准确且无误导性。在不损害第 6.1(b) 条的前提下，投资者不可撤销地同意，在本公司、整体协调人及独家保荐人全权认为有必要的情况下，于公开文件以及本公司、整体协调人及/或独家保荐人就全球发售可能发布（或其他人士代表该等人士发布）的推广、路演材料及其他公布内中提述及纳入其名称以及有关本协议的全部或部分描述（包括附表二所载的描述）。投资者承诺尽快提供本公司、整体协调人及/或独家保荐人可能合理要求与其有关、或与其拥有权（包括最终实益拥有权）有关及/或其他事宜的进一步信息及/或支持文件，以确保其遵守适用的公司或证券登记及/或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者谨此同意，于审阅不时提供给投资者将载于公开文件及有关全球发售的其他推广材料之草拟本的关于其及其所属的集团公司的描述，并作出投资者可能合理要求的修订（如有）后，投资者就会被视作已保证有关其及其所属的集团公司的描述均在所有方面属真实、准确及完整且无误导性。

6.4 投资者明白，第 6.1 及 6.2 条所载的声明及承认乃就香港法律及美国证券法等所需要而作出。投资者承认，本公司、整体协调人、独家保荐人、资本市场中介人、承销商、及其各自的附属公司、代理、联属人士及顾问及其他人士将依赖本协议所载投资者的保证、承诺、陈述及承认的真实性、完整性及准确性，且投资者同意，如本协议所载的任何保证、承诺、陈述及承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及独家保荐人。

6.5 投资者同意及承诺，在经要求后，投资者按税后基准对本公司、整体协调人及、独家保荐人、资本市场中介人及全球发售的承销商（为彼等本身及以信托形式代各自之联属人士、任何《证券法》定义下控制其之人士以及各自的高级职员、董事、雇员、员工、联

系人、合作伙伴、代理及代表（统称「**获弥偿方**」））就投资者股份的认购、投资者股份或本协议（包括由投资者或其高级人员、董事、雇员、联属人士、代理、代表、联系人或合作伙伴违反本协议或被指称违反本协议或任何行为或作为或被指称作为或不作为）而可能以任何方式针对任何获弥偿方提起或确立的任何及所有损失、费用、成本、开支、申索、诉讼、负债、行动、法律程序或损害赔偿（无论以何种方式对该获补偿方作出或确立）。及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、费用、损失或开支，全面及有效地以税后基准弥偿获弥偿方，使之免受损害。

6.6 投资者均理解并同意（其中包括）香港及美国法律要求投资者作出保证。投资者均确认本公司、整体协调人及独家保荐人及/或其他人士（包括参与全球发售的其他承销商）及彼等各自的附属公司或代表人将依赖当中所载的投资者保证的真实性、完整性及准确性，且其同意，倘若本协议当中的任何投资者的保证不再为真实、完整及准确或变为具有误导性，将立即书面通知本公司、整体协调人及独家保荐人。

6.7 投资者的保证应被解释为各自的单独保证、陈述及承诺。于第 6 条（视乎情况而言）下作出的承认、确认、陈述、保证及承诺均为单独的承认、确认、陈述、保证或承诺，且须被视为于上市日期 及于延迟交付日期（如适用）有效存续且重复履行，并在本协议的执行后有效存续并直至全球发售完成。

6.8 本公司向投资者声明及保证：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 本协议已被正式授权、执行并送达并构成有效和具约束力的义务，并可根据其条款强制执行；

(c) 其拥有订立及履行本协议下义务的全部权力、授权及能力，及已就此采取所有必要行动；

(d) 于付款后及受第 5.1 条规定的禁售期所限，根据第 4.4 条向投资者交付投资者股份时，该等股份于发行及交付时已缴足股款，不附带所有认购权、留置权、押记、抵押、质押、申索、衡平法上的权利、优先购买权、产权负担及/或其他第三方权利，及与其时已发行并于联交所上市之 H 股具同等地位；

(e) 本公司及其控股股东（定义见《上市规则》）、本集团的任何其他成员及其各自的联属人士、董事、高级职员、雇员及代理概无与投资者或其的联属人士、董事、高级职员、雇员或代理订立任何不符合《上市规则》（包括《新上市申请人指南》第 4.15 章或任何由监管机构刊发的书面指引）的安排或协议（包括任何补充条款）；及

(f) 除本协议规定外，本公司或本集团的任何其他成员，以及其各自的联属人士、董事、高级职员、雇员或代理，均没有与其他政府机构或任何第三方签订任何有关投资者股份的安排、协议或承诺。

6.9 本公司承认、确认及同意，投资者将依赖于国际发售通函所载的资料，而就国际发售通函而言, 投资者与于国际发售中购买 H 股的其他投资者享有相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第 3.2 条或第 4.6 条予以终止；

(b) （即使本协议已有任何相反规定）在投资者在国际发售完成或（如适用）延迟交付日期 或之前严重违反本协议（包括投资者（或如有根据第 5.3 条转让投资者股份的情况，持有投资者股份的投资方的全资附属公司）严重违反其在本协议下作出的任何陈述，保证、承诺及确认）的情况下，仅由本公司或仅由整体协调人及独家保荐人个别的予以终止；或

(c) 经本协议所有订约方书面同意于本协议日期至期限届满日期前予以终止。

7.2 倘本协议根据第 7.1 条予以终止，订约方无需履行其在本协议项下各自之义务（下文第 8.1 条所规定的保密义务除外），而订约方在本协议项下的权利及责任（下文第 11 条所规定的 权利除外）应予以终止，且概无订约方可针对任何其他订约方提出申索（惟不损害任何订约方于有关终止时或之前就本协议所载条款的累算权利或对其他订约方的责任。尽管有上述规定，第 6.5 条以及投资者提供的赔偿在本协议终止后仍然有效。

7.3 如果投资者于完成日或延迟交付日期或之前违反第 6 条项下的保证，尽管本协议可能载有相反规定，本公司、独家保荐人及整体协调人应有权解除本协议，而订约方的所有义务将告终止。尽管有上述规定，投资者于本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

8. 公告及保密

8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他订约方事先书面同意，任何订约方均不得披露与本协议或本协议项下的交易或涉及本公司、整体协调人、独家保荐人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何订约方可：

(a) 向联交所、证监会及/或本公司、整体协调人及独家保荐人所相关的监管机构披露本协议，而投资者的背景及本公司与投资者之间的关系可在本公司将刊发之公开文件以及本公司、整体协调人及/或独家保荐人将就全球发售发布的推广、路演材料及其他公布内中进行描述；

(b) 向该订约方的法律顾问、财务顾问、审计师及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理（仅按需要知道的原则）披露本协议，前提是该订约方 (i)须促使其各法律顾问、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务，及 (ii) 对该等法律顾问、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 基于任何相关法律、政府机构或对该订约方有管辖权的机构（包括联交所、证监会及中国证监会））或证券交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为一份重大合约递交给香港公司注册处以作登记

及作为展示文件之一）的要求，或任何主管政府机构的任何具有约束力的判决、命令或要求而披露本协议。

8.2 投资者不得就本协议或任何相关事宜作出其他提述或披露，惟投资者已事先咨询本公司、整体协调人及独家保荐人并获得他们就该披露的原则、形式及内容上的书面同意则除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在刊发之前提供给投资者审阅。投资者须与本公司、整体协调人及独家保荐人通力合作，以确保该等公开文件中与之有关的所有提述均为真实、准确及不具误导性，并应从速向本公司、整体协调人及独家保荐人及彼等之法律顾问提供任何意见及验证文件。

8.4 投资者承诺，就准备任何第 8.1 条所提述需要的披露从速提供一切合理所需之协助（包括但不限于向本公司、整体协调人及独家保荐人提供其可能合理要求与其有关、或与其拥有权（包括最终实益拥有权）有关及/或其他涉及第 8.1 条提述事宜的进一步信息及/或支持文件，配合进行尽职调查），以 (i) 在本协议日期之后更新公开文件中有关投资者的描述；及 (ii) 令本公司、整体协调人及独家保荐人能够遵守适用的公司或证券登记及/或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者应与本公司、独家保荐人及整体协调人合作，以确保该等公开文件中对其的所有提及是真实、完整、准确和无误的，且公开文件中没有遗漏有关其的重大信息，并应及时向本公司、独家保荐人及整体协调人及其各自律师提供任何意见和核查文件。

9. 通知

9.1 本协议下的任何通知均应以英文或中文书面作出，并按第 9.2 条的规定交付至下列地址：

若通知本公司：

地址： 中国安徽省芜湖市皖江江北新兴产业集中区（除托管区外）通江大道南侧 150 米江北新区建设指挥部 G 区 1-301 号
收件人： 董事会

若通知投资者：

地址： 安徽省滁州市定远县炉桥镇泉盛路西侧
收件人： 张士彬
邮箱： zhangshibingsc@163.com

若通知中信建投（国际）融资有限公司：

地址： 香港中环康乐广场 8 号交易广场二期 18 楼
传真： +852 2180 9495
收件人： Project RiverTown Team
邮箱： Project.RiverTown@csci.hk/Project.RiverTown.ECM@csci.hk

9.2 本协议下任何通知应以专人递送或通过传真或电邮发送或以邮件(邮资已付)寄发。通知如以专人递送，应在交付时视为收到；如通过传真发送，应在收到传送确认时视为收

到；如通过电邮发送，除非收到未送达信息，应在传送时视为收到；如通过邮件(邮资已付)寄发，在未有更早收到的证据的情况下，应在寄出后 48 个小时后（或如通过空邮寄发，则为六日后）视为收到。在非营业日收到的任何通知均应视为在下一个营业日收到。

10. 一般事项

10.1 各订约方确认并声明，本协议已经由其正式授权、签立及交付，并构成其合法，有效及具有约束力的义务，并可根据本协议的条款对其强制执行。除本公司为进行全球发售而可能需要得到的该等同意、批准及授权外，该订约方在履行其在本协议项下的义务时无需公司、股东或其他同意、批准及授权，且各订约方进一步确认其可履行本协议所述的义务。

10.2 本协议所规定的独家保荐人及整体协调人各自的义务属个别义务（而非共同的或共同及个别的义务）。任何独家保荐人或整体协调人概不会就任何其他独家保荐人或整体协调人未能履行本协议项下彼等各自的义务而承担任何责任，且任何其他独家保荐人或整体协调人未能履行本协议项下彼等各自的义务也不影响任何其他独家保荐人或整体协调人行使本协议条款的权利。尽管有上述规定，各独家保荐人及整体协调人有权单独或连同其他独家保荐人或整体协调人行使其于本协议项下的任何或所有权利，惟以适用法律允许者为限。

10.3 本公司及整体协调人为本协议就投资者股份数目及发售价以真诚作出的计算及判断应为最终决定，惟明显错误除外。

10.4 投资者、本公司、整体协调人及独家保荐人应就任何为达到本协议目的或与之有关而需要或可能需要给予第三方任何通知或从第三方获得同意及/或批准通力合作。

10.5 除非经各订约方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签署。

10.7 除非有关订约方另行书面同意，否则各订约方应各自承担与本协议有关的法律及专业费用、成本及开支，惟因本协议中拟进行的任何交易产生的印花税应由相关转让人/卖方及相关受让人/买方平均摊分承担。

10.8 时间是本协议的关键要素，惟本协议中提及的任何时间、日期或期间可经各订约方书面协议后予以延长。

10.9 除非经各订约方书面同意终止，本协议的所有条文在其可履行或遵守的情况下，即使按照第 4 条交易完成，仍然具有十足效力及作用，惟已经履行的事项除外。

10.10 除投资者订立的保密协议外，本协议构成各订约方就投资者投资于本公司的全部协议及理解。 本协议取代之前所有有关主体事项的承诺、担保、保证、声明、通讯、谅解及协议，不论是经书面或口头作出。

10.11 在本第 10.11 条另有规定的范围内，非本协议订约方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，惟此并不影响第三方现有或属第三者合约（第三者权

利）条例外的任何权利或补救措施：

(a) 获弥偿方可以强制执行并依赖第 6.5 条，犹如彼等为本协议的订约方。

(b) 本协议可在未经第 10.11(a) 条所述人士同意的情况下被终止或撤销，而本协议任何条款可在未经第 10.11(a) 条所述人士同意的情况下被修订、变更或豁免。

10.12 整体协调人及独家保荐人有权并谨此获授权以其认为合适的方式及条款将其全部或任何相关权利、职责、权力及酌情权转授予其任何一名或多名联属人士（无论是否办妥正式手续及毋须就有关转授另行通知本公司或投资者）。尽管有任何有关转授，有关整体协调人或独家保荐人应对依据本第 10.12 条规定委以相关权利、职责、权力及酌情权的任何联属人士的所有作为及不作为负责。

10.13 某订约方延误或无法行使或强制执行（全部或部分）本协议或法律上所赋予的任何权利不得作为解除或豁免或以任何方式限制该订约方进一步行使或执行该或其他权利的能力，透过单独或部分行使任何此类权利或补救措施亦不得妨碍任何其他或进一步行使该权利或补救措施，或行使任何其他权利或补救措施。本协议规定的权利、权力及补救措施属累积性，并不排除任何不论是依据法律或以其他情况所赋予的权利、权力及补救措施。除非豁免以书面形式作出且由被请求豁免的订约方签署，否则就本协议任何条款的违反给予的豁免均不具效力，条款亦未隐含有关豁免。

10.14 倘本协议的任何条款于任何时候在任何司法管辖区的法律下在任何方面属或变得不和法、无效或不可强制执行，这情况不得影响或损害：

(a) 本协议的任何其他条款在该司法管辖区内的合法性、有效性或可强制执行性；或

(b) 本协议的该条款或任何其他条款于任何其他司法管辖区法律的合法性、有效性或可强制执行性。

10.15 本协议对订约方及彼等各自之继承人、遗嘱执行人、遗产管理人、继承人及获许可的受让人具有约束力，亦仅有利于该等人士。任何其他人士概不得根据或凭借本协议取得或拥有任何权利。除为内部重组的目的外，订约方不得转移或转让本协议下的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。

10.16 在不损害向投资者就其他订约方遭受的所有损失及损害提出索偿的权利的情况下，倘若在上市日期或延迟交付日期（如适用）或之前，投资者违反任何保证，即使本协议有任何相反规定，本公司、整体协调人及独家保荐人应有撤销本协议的权利，而各订约方在本协议项下的所有义务应即时终止。

10.17 各订约方向其他订约方承诺其会促使签立及履行其他需要的文件及行动，及促使该等文件及行动的签立及履行，以令本协议的条款生效。

11. 管限法律及司法管辖权

11.2 本协议及各订约方之间的关系应受香港法例管辖并按照香港法例解释。

11.3 因本协议引起或与本协议有关的任何纠纷、争议或申索，或本协议的违反、终止或失效，均应根据提交仲裁申请当日生效的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地点

应为香港，应有三名仲裁员，仲裁程序应以中文进行。仲裁庭的判决和裁决属最终判决和裁决，对各订约方具有约束力，可以在任何具有管辖权的法院登录及执行，而各订约方不可撤回及无条件地放弃向司法当局作出任何形式的上诉、复核或追索的权利（在其可有效地放弃权利的前提下）。尽管有上述规定，在任命仲裁庭之前，各订约方有权寻求具有管辖权的法院的临时强制性济助或其他临时济助。在不影响国家法院管辖下可能提供的临时补救措施的情况下，仲裁庭应有充分的权力授予临时补救措施或命令订约方请求法院修改或撤销法院所颁令的临时或初步救济，并就任何一方未能遵守仲裁庭的命令作出损害赔偿的判决。

12. 豁免权

12.1 如果在任何司法管辖区的任何诉讼程序（包括仲裁程序）中，投资者（基于主权或刑事法或其他方式）拥有或可申请为其自身或其资产、财产或收入针对以下各项的任何豁免权：任何法律行动、起诉、诉讼程序或其他法律程序（包括仲裁程序），抵销或反诉、任何法院的管辖权、法律程序文件送达、因任何判决、裁定、决定、判令或裁决（包括任何仲裁裁决）被扣押或辅助执行扣押、或为给予任何救济或执行任何判决、裁定、决定、判令或裁决（包括任何仲裁裁决）而进行的其他法律行动、起诉、或诉讼程序，或者在任何此类诉讼程序中存在可能归于其自身或其资产、财产或收入的任何有关豁免（无论是否要求取得），投资人均在此不可撤回及无条件地放弃并同意不就任何该等诉讼程序申请或要求取得任何该等豁免。

13. 特意删除

13.1 特意删除

13.2 特意删除

14. 对应本

14.1 本协议可以任何数量的对应本签立，并由各订约方以单独的对应本签立。各对应本均为原件，但所有对应本应共同构成一分相同的文书。通过电子邮件附件(PDF)或传真印件交付本协议签名页的对应本为有效的交付方式。

兹证明，由各订约方的正式授权签字人于首页所载日期签立本协议。

代表：
安徽海螺材料科技股份有限公司

签署：



姓名：

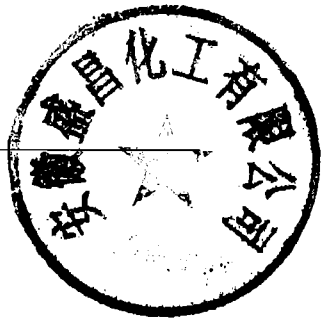
职位：

代表：
安徽盛昌化工有限公司

签署：

姓名：张士彬

职位：法定代表人



代表：

中信建投（国际）融资有限公司

签署人:

Zhao Xin

姓名：赵鑫
职位：执行董事

附表一

投资者股份

投资者股份数目

投资者股份的数目应相当于 70,000,000 人民币的港元（按投资者实际换汇的港元兑人民币汇率计算）（包括投资者将就投资者股份支付的经纪佣金及征费），除以 (2) 发售价（向下调整至最接近 1,000 股股份的整数每手买卖单位）。

根据《上市规则》第 18 项应用指引第 4.2 段、《新上市申请人指南》第 4.14 章及联交所给予的豁免（如有），倘若香港公开发售股份超额认购，投资者根据本协议认购的投资者股份数目或会受国际发售及香港公开发售之间的重新分配影响。倘若股份在香港公开发售的总需求出现在本公司最终版招股章程中「全球发售架构 – 香港公开发售 – 重新分配」 一节所载之情况，则投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。

附表二

投资者详情

投资者：安徽盛昌化工有限公司

注册成立地点：	中国
统一社会信用代码：	91341125396458041W
主要业务：	化工产品生产与销售（包括天然气和氨气）
最终控股股东：	宋红勇、侯卫国
最终控股股东的注册成立地点：	不适用
最终控股股东的主要业务：	项目投资咨询服务
股东及持有权益：	宋红勇通过定远县金石投资咨询有限公司控制投资者股权的37.5%；侯卫国通过定远县天成投资咨询有限公司控制投资者股权的37.5%；阜阳万源投资有限公司则持有投资者股权的25%
在招股章程中就投资者的描述（包括背景资料）：	安徽盛昌化工有限公司（「**盛昌化工**」）于2014年7月10日在中国注册成立，主要从事化工产品生产与销售（包括天然气和氨气）。盛昌化工由定远县天成投资咨询有限公司（「**天成投资**」）及定远县金石投资咨询有限公司（「**金石投资**」）分别持有 37.5%的股份。阜阳万源投资有限公司（「**阜阳万源**」）则持有盛昌化工股权的 25%。天成投资及金石投资主要从事项目投资咨询服务,分别由侯卫国及宋红勇控制。
所属投资者类别（为需在联交所的FINI承配人名单范本中载列的或就有关获配售人／承配人需在FINI界面披露的类别）：	基石投资者

订立日期：**2024** 年 **12** 月 **27** 日

安徽海螺材料科技股份有限公司

芜湖阿泰克生物科技有限公司
及

中信建投（国际）融资有限公司

基石投资协议

的近律师行
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本协议于 **2024** 年 **12** 月 **27** 日订立

订约方：

(1) **安徽海螺材料科技股份有限公司**，一家在中国注册成立的股份有限公司，注册地址位于中国安徽省芜湖市皖江江北新兴产业集中区（除托管区域外）通江大道南侧 150 米芜湖市江北新区建设指挥部 G 区 1-301 号（「**本公司**」）；

(2) **芜湖阿泰克生物科技有限公司]**，一家在中国注册成立的公司，注册地址位于中国安徽省芜湖市皖江江北新兴产业集中区（除托管区域外）二坝镇楚江大道 9 号芜湖建筑科技产业园 A 区 1122-02 号（「**投资者**」）；及

(3) **中信建投（国际）融资有限公司**，一家在香港注册成立的公司，注册地址位于香港中环康乐广场 8 号交易广场二期 18 楼（「**中信建投**」或「**独家保荐人**」）。

鉴于下述缔约背景：

(A) 本公司正申请以全球发售(「**全球发售**」)的方式将其股份于联交所(定义见下文)主板上市，全球发售包括：

(i) 本公司在香港公开发售 14,498,000 股 H 股（定义见下文）以供公众认购（「**香港公开发售**」）；及

(ii) 根据《证券法》（定义见下文）S 规例（Regulation S）在美国境外（包括向香港的专业和机构投资者配售）有条件配售 130,476,000 股 H 股（「**国际发售**」）。

(B) 就全球发售而言，中信建投担任独家保荐人及整体协调人。

(C) 作为国际发售的一部分，投资者有意根据本协议所载条款及条件透过整体协调人或其联属人士（如有）（作为国际发售相关部分的承销商）认购投资者股份（定义见下文）。

各订约方达成以下协议：

1. 定义及释义

1.1 在本协议（包括上述缔约背景及附表）中，除非文意另有所指，下述各词语及表述具有下述涵义:

「**联属人士**」就特定个人或实体而言，除非文意另有所指，指直接或间接通过一个或多个中介，控制该个人或实体，或受该个人或实体控制，或与该个人或实体共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「正在控制」、「被控制」或「在共同控制之下」）指拥有直接或间接的权力去指令或导致一名人士的管理和政策，不论是通过拥有具表决权证券、订约或其他方式；

「**投资总额**」指相等于发售价乘以投资者股份数目的金额；

「**该等批准**」具有第 6.2(f)条所赋予该词之涵义；

「**联系人/紧密联系人**」具有《上市规则》所赋予该词之涵义；

「**经纪佣金**」指根据费用规则（具有《上市规则》所赋予该词之涵义）第 7(1) 段规定按投资总额的 1.0%计算的每股 H 股经纪佣金；

「**营业日**」指香港持牌银行通常于香港向公众开放办理一般银行业务及香港联交所开放处理证券业务的日子，惟星期六、星期日或香港公众假期除外；

「**中央结算系统**」指由香港中央结算有限公司设立和运营的香港中央结算及交收系统；

「**交易完成**」指根据本协议的条款和条件完成认购投资者股份；

「**《公司条例》**」指《公司条例》（香港法例第 622 章）；

「**《公司（清盘及杂项条文）条例》**」指《公司（清盘及杂项条文）条例》（香港法例第 32 章）；

「**关连人士**」/「**核心关连人士**」具有《上市规则》所赋予该词的涵义；

「**关联关系**」具有《中国证监会备案规则》所赋予该词的涵义及并按照该规则解释；

「**《合约(第三者权利)条例》**」指《合约(第三者权利)条例》（香港法例第 623 章）；

「**控股股东**」，除非文意另有要求，具有《上市规则》所赋予该词之涵义；

「**中国证监会**」指中国证券监督管理委员会；

「**《中国证监会备案规则》**」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》和配套指引则（经不时修订、补充或以其他方式修改）；

「**延迟交付日期**」指，受限于香港公开发售及国际发售的承销协议的签订并成为无条件且未被终止，整体协调人根据第 4.3 条通知投资者的较后日期；

「**处置**」包括（就任何相关股份而言）直接或间接：

(i) 不论直接或间接，且不论有条件或无条件，发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置（包括设立或以协议设立或出售或授出或同意出售或授出任何用以购买的购股权或合约或任何用以购买的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）相关股份或任何其他可转换为或可行使或可交换以获取该等相关股份的证券的任何法定或实益权益，或就相关股份或任何其他可转换为或可行使或可交换该等相关股份的证券的任何法定或实益权益设立任何性质的任何第三方权利，或代表有权获取该等相关股份或就此订立合约；

(ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何实益所有权的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文(i) 及(ii)所述任何交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布有意进行、订立上文(i) 、(ii) 及(iii)所述的任何上述交易，在各种情况下，均不论上文(i) 、(ii) 及 (iii) 所述的任何上述交易是否将以交付相关股份或任何其他可转换为或可行使或可交换以获取该等相关股份的证券、以现金或以其他方式交付，而「处置」亦应据此诠释；

「**会财局**」指香港会计及财务汇报局；

「**FINI**」具有《上市规则》所赋予该词之涵义；

「**全球发售**」具有上述缔约背景 (A) 段所赋予该词的涵义；

「**政府机构**」指任何政府、监管机构或行政组织、董事会、团体、机构或组织、或任何证券交易所、自我监管组织或其他非政府监管机构、或任何法院、司法机构、审裁处或仲裁员，于各情况下均不限国家、中央、省、州、区、市、地方、国内、国外或超国家的相关组织（包括但不限于联交所、证监会及中国证监会）；

「**本集团**」指本公司及本公司的附属公司，或（按文义所指）就本公司成为本公司现时附属公司的控股公司前的期间而言，该等附属公司及由该等附属公司或（视情况而定）本公司的前身公司经营的业务；

「**《新上市申请人指南》**」指联交所刊发的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

「**港元**」指香港的法定货币；

「**香港**」指中国香港特别行政区；

「**香港公开发售**」具有上述缔约背景（A）段所赋予该词之涵义；

「**获弥偿方**」具有第 6.5 条所赋予该词的涵义；

「**国际发售**」具有上述缔约背景（A）段所赋予该词的涵义；

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

「**投资者相关资料**」具有第 6.2(i)条所赋予该词的涵义；

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的 H 股数目，其根据附表一的规定计算并由本公司和整体协调人厘定；

「**法律**」指所有相关司法管辖区的任何政府机构（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、办法、法例、规则、规定、指引、指导、决定、意见、通知、通告、官方指令、要求、命令、判决、法令或裁定；

「**征费**」指投资总额 0.0027%的证监会交易征费（或上市日期当时的交易征费），投资总额 0.00565%的联交所交易费（或上市日期当时的交易费）及投资总额 0.00015%的会

财局交易征费（或上市日期当时的交易征费）；

「**上市日期**」指 H 股首次于联交所主板上市的日期；

「**《上市规则》**」指《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、新上市申请人指南、指引及其他规定（经不时修订、补充或以其他方式修改）；

「**禁售期**」具有第 5.1 条赋予该词之涵义；

「**发售价**」指将根据全球发售所发售或出售的 H 股的每股股份最终港元价格（不包括经纪佣金及征费），将由整体协调人（代表全球发售下的承销商）及本公司就全球发售而厘定（不包括经纪佣金、费用及征费），发售股份将根据全球发售按此价格发售；

「**超额配股权**」具有国际发售通函所赋予该词之涵义；

「**整体协调人**」指本公司就其申请以全球发售的方式将其股份于联交所主板上市而不时委任的整体协调人 （除非文意另有所指）；

「**订约方**」指本协议的合约一方或各方；

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

「**初步发售通函**」指预期由本公司就国际发售向潜在投资者（包括投资者）发出的初步发售通函及其任何补充文件，并经不时修订或补充；

「**专业投资者**」具有《证券及期货条例》附表 1 第 1 部赋予该词之涵义；

「**招股章程**」指本公司将就香港公开发售在香港刊发的最终招股章程；

「**公开文件**」指本公司将就国际发售刊发的初步发售通函及国际发售通函、就香港公开发售在香港的招股章程及正式通知，以及本公司就全球发售可能刊发的该等其他文件及公告，其分别各自经不时修订或补充；

「**监管机构**」具有第 6.2(i)条所赋予该词之涵义；

「**相关股份**」指投资者根据本协议认购的投资者股份，及因任何供股、资本化发行或其他形式之资本重组（不论该等交易是否以现金或其他方式结算）而衍生的任何本公司股份或其他证券或权益；

「**《证券法》**」指经修订的 1933 年《美国证券法》（United States Securities Act of 1933）；

「**证监会**」指香港证券及期货事务监察委员会；

「**《证券及期货条例》**」指《证券及期货条例》（香港法例第 571 章）；

「**H 股**」指本公司股本中每股面值人民币 1 元的普通股，将以港币交易并拟在联交所上市；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有《公司条例》所赋予该词之涵义；

「**美国**」指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有《证券法》S 规例（Regulation S）所赋予该词之涵义。

1.2 除非文意另有所指，在本协议中:

(a) 对「**条款**」、「**分款**」或「**附表**」的提述均指对本协议的条款或分款或附表的提述；

(b) 索引、条款及附表标题仅供参考，不得影响本协议的解释；

(c) 上述缔约背景及附表构成本协议的组成部分并具有相同的效力和作用，如同本协议正文所明确载明者，对本协议的任何提述应包括上述缔约背景及附表；

(d) 单数应包括复数，反之亦然；指代一个性别的单词应包括另一性别；

(e) 对本协议或其他文书的提述包括对本协议或其他文书的任何更改或取替；

(f) 对法规、法定条文、规定或规则的提述包括对下列的提述：

(i) 不时合并、修订、补充、修改、重新制定或由任何法规、法定条文、规定或规则取代的法规或条文；

(ii) 任何该法规、法定条文、规定或规则所废除并重新订立的法规或条文（无论有否修改）；及

(iii) 任何按该法规或法定条文所订立的附属法例；

(g) 除非另有指明，否则凡提述时间及日期均为香港时间及日期的提述；

(h) 对「**公司**」的提述应诠释为包括于任何时间及以任何形式注册成立或成立的任何公司、法团或其他法人团体；

(i) 对「**人士**」的提述包括提述个人、企业、公司、法人团体、非法团组织或机构、政府、国家或国家机构、合资企业、协会或合伙企业（不论是否具有独立的法人资格）；

(j) 对「**包括**」的提述应解释为包括但不限于；

(k) 有关香港以外任何司法管辖区的任何诉讼、弥偿、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事物的任何法律词汇的提述，均被视为包括于该司法管辖区与香港有关法律词汇最相近的法律词汇。

2. 投资

2.1 在满足下文第 3 条所述条件（或由各订约方豁免，但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免）后及按照本协议的条款和条件：

(a) 根据及作为国际发售的一部分，并通过整体协调人及/或彼等之联属人士以国际发售相关部分的国际承销商之代表身份，投资者将按发售价认购投资者股份，而本公司将按发售价发行、分配及配售且整体协调人将分配及/或交付(视乎情况而定)或安排分配及/或交付(视乎情况而定)投资者股份予投资者；及

(b) 投资者须就投资者股份根据第 4.2 条支付投资总额、经纪佣金及征费。

2.2 投资者可在不迟于上市日期前三个营业日选择以书面通知本公司、整体协调人及独家保荐人，通过投资者之全资附属公司认购投资者股份，该全资附属公司为专业投资者且 (i) 非美国人士；(ii) 位于美国境外；及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份，惟：

(a) 投资者应促使上述全资拥有附属公司在当日向本公司、整体协调人及独家保荐人提供书面确认，以确认其同意受本协议中由投资者所给予的协议、陈述、保证、承诺、承认及确认的约束。上述由投资者所给予的协议、陈述、保证、承诺、承认及确认均被视为由投资者为其自身及上述全资拥有附属公司所作出；及

(b) 投资者 (i) 无条件及不可撤销地向本公司、整体协调人及独家保荐人保证上述全资拥有附属公司及时、准时及认真履行及遵守其在本协议下的全部协定、协议、责任、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺（如投资者根据本协议直接收购投资者股份，则亦适用）；及 (ii) 承诺按照第 6.5 条应各获弥偿方要求全额赔偿各获弥偿方。就凡因投资者全资附属公司违反本协议的协定、协议、责任、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺或与之有关而直接或间接招致、产生或持续的全部损失、损害、索偿、责任、费用及开支。

投资者在本第 2.2 条下的义务构成直接、主要及无条件的义务，在被要求时向本公司、整体协调人及独家保荐人支付任何上述全资拥有附属公司在本协议下需支付的金额，并履行任何上述全资拥有附属公司在本协议下的义务而无需本公司、整体协调人或独家保荐人先行向上述全资拥有附属公司或任何其他人士作出行动。除文意另有规定外，本协议中「投资者」一词应诠释为包括上述全资拥有附属公司。

2.3 本公司及整体协调人（为其本身及全球发售承销商）、独家保荐人可全权酌情决定全部或部分投资者股份按照第 4.3 条于延迟交付日期交付。

2.4 本公司和整体协调人（为其本身及全球发售承销商）将按他们可能同意的方式厘定发售价。投资者股份的实际数目将由本公司及整体协调人根据附表一厘定。除明显错误外，该厘定将为最终定论且对投资者具约束力。

3. 交易完成的前提条件

3.1 根据第 2.1 条由投资者认购以及由本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或致使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务，仅在以下各条件于交易完成时或之前达成或获豁免（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免）：

(a) 香港公开发售的承销协议和国际发售的承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和，且其所载的所有完成先决条件均已于不晚于该协议中订明的日期及时间达成及成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以豁免或更改），以及任何前述承销协议均未被终止；

(b) 本公司和整体协调人（代表全球发售的承销商）已就全球发售议定发售价；

(c) 联交所上市委员会已批准股份上市及允许 H 股（包括投资者股份及其他适用的豁免及批准）上市及买卖，有关批准、允许或豁免在 H 股开始于联交所买卖前未被撤销；

(d) 任何政府部门未制定或公布任何禁止开展全球发售或本协议所预期的交易的法律，且具有司法管辖权的法院并未作出阻止或禁止开展有关交易的有效命令或强制令；及

(e) 投资者在本协议下的各项陈述、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘本协议日期后 180 天（或本公司、投资者、整体协调人及独家保荐人可能书面约定的其他日期）当日或之前第 3.1 条所载的任何条件未能达成或获豁免（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免），投资者购买投资者股份及本公司和整体协调人发行、分配、配售及/或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议支付的任何款项须不计利息在商业可行的情况下（且无论如何不迟于本协议终止日期起计 30 天内）退还予投资者，而本协议将告终止并不再具有效力，而本公司、整体协调人及/或独家保荐人的全部义务及责任将告停及终止，惟本协议根据第 3.2 条终止并不损害任何订约方于有关终止时或之前就本协议的条款对其他订约方已存在的权利或责任。为免生疑问，本条款的任何部分不得被诠释为授予投资者权利以使其于截至根据本条款上述日期之期间就其根据本协议各自作出的陈述、保证及承诺及确认的任何违反作出补救。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，或者发售价将会在公开文件中列明的指示性范围内，而倘若全球发售基于任何理由延迟或终止，或不在所预期的日期及时间前完成，又或无法完成，或者发售价不在公开文件中列明的指示性范围内，本公司、整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃基于全球发售基于任何理由不在所预期的日期及时间前完成或无法完成，又或者发售价不在公开文件中列明的指示性范围内而向本公司、及/ 或独家保荐人或彼等各自的联属人士提起任何申索或诉讼的任何权利(如有)。

4. 交易完成

4.1 受第3条及本第4条所规限，投资者将根据及作为全球发售的一部分通过整体协调人（及/或其联属人士）以他们作为国际发售相关部分的国际承销商之代表身份按发售价认购投资者股份。因此，投资者股份将在国际发售完成，或在延迟交付日期的同时，按本公司及整体协调人（或其联属人士）决定的时间及方式予以认购。受限于本协议的条文，各方承认交易完成应于国际发售完成时或延迟交付日期同时发生（即投资者股份应由投资者认购）。

4.2 投资者须于上市日期前不少于三个营业日香港时间晚上八时正或之前以港元全额支付所有投资者股份的投资总额及相关经纪佣金与征费。投资者须以立即可用的结算资金按应支付款项于同日之价值（不作出任何扣减或抵销）电汇至整体协调人于不迟于上市日期前四(4)个完整营业日书面通知投资者的港元银行账户（相关通知须包括付款账户的详情及投资者根据本协议应付的总金额）。

4.3 倘若整体协调人以其全权酌情决定投资者股份的全部或任何部分之交付应于上市日期之后的日期（「**延迟交付日期**」） 进行，整体协调人须(i)于上市日期前不少于两(2)个营业日以书面通知投资者将延迟交付的投资者股份数目；及(ii)于实际延迟交付日期前不少于两(2)个营业日以书面通知投资者延迟交付日期，惟延迟交付日期不得迟于超额配股权可能获行使的最后日期之后的三(3)个营业日。倘投资者股份将于延迟交付日期交付予投资者，投资者仍应按第4.2条就投资者股份支付应支付的款项。

4.4 投资者根据第4.2条就投资者股份作出如期支付后，向投资者（或投资者附属公司（视情况而定））交付投资者股份应通过中央结算系统作出，即将投资者股份直接存入中央结算系统中，以计入投资者于不迟于上市日期或根据第 4.3 条决定的延迟交付日期前两(2)个营业日书面通知整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.5 在不损害第4.3条之情况下，交付投资者股份及支付投资总额亦可按本公司、整体协调人、独家保荐人及投资者书面议定的任何其他方式进行，但前提是，支付投资总额及交付投资者股份不得迟于可行使超额配股权最后日期之后的三(3)个营业日。

4.6 倘投资总额以及相关经纪佣金及征费（不论全部或部分）未能按本协议规定的时间及方式支付，则本公司、整体协调人及独家保荐人有权以各自的绝对酌情权终止本协议，而在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任将会停止及终止（但不妨碍本公司、整体协调人及独家保荐人因投资者未能履行彼等在本协议项下的义务而针对投资者提出的任何申索）。于任何情况下，投资者应根据第6.5条全面承担因投资者未能悉数支付投资总额以及经纪佣金及征费而引致或产生之任何损失及损害，并因此按税后基准，对各获弥偿方因此遭受的任何损失及损害予以悉数弥偿，保护获弥偿方免受其害。

4.7 如果由于本公司、整体协调人及独家保荐人无法控制的情况而阻止或延迟履行本协议项下的义务，则本公司、整体协调人及独家保荐人无需因其未能或延迟履行本协议义务承担责任，且有权终止本协议。该等无法控制的情况包括但不限于天灾、洪水、战争（无论宣战或未宣战）、恐怖主义、宣布国家或国际或地区紧急状态、灾难、危机、经济制裁、爆炸、海啸、地震、火山爆发、火灾、骚乱、叛乱、内乱、流行病或大流行病、疾病爆发或升级、罢工、停工、其他工业行动、严重的运输中断、严重的交通阻滞、政府

运作瘫痪、公共秩序混乱、政治不稳定、敌对行动的威胁或升级、电力或其他供应的普遍故障、飞机碰撞、技术故障、意外或机械或电力故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷以及任何现有或未来法律的变更，或任何现有或未来的政府活动等类似情形。

4.8 如未能符合《上市规则》第 8.08(3)条规定，指在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%，整体协调人及公司有唯一及绝对酌情权调整投资者可购买投资者股份的分配以符合《上市规则》第 8.08(3)条的规定。

5. 投资者限制

5.1 受第 5.3 条所规限下，投资者同意，并向本公司、整体协调人及独家保荐人作出契诺及承诺，在未经本公司、整体协调人及独家保荐人事前书面同意的情况下，投资者不会自上市日期（包含上市日期当日）至上市日期起计满六(6)个月之日期（包含该日）止期间（「**禁售期**」）内的任何时间（不论直接或间接）：(i) 以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益；(ii) 允许自身出现其最终实益拥有人层面的控制权（涵义按证监会颁布的《公司收购、合并及股份回购守则》的定义）变动；或(iii) 订立与于上述交易具有相同经济效果的任何其他交易。

5.2 受限于任何适用法律的规定，于禁售期届满后的任何时候，倘其订立任何出售事项或同意或订约或公开宣布有意订立任何出售事项：

(a) 其须于订立任何该等交易前以事先书面通知的形式知会本公司、独家保荐人及整体协调人；及

(b) 其须尽其最大努力以确保不会导致本公司股份出现市场混乱或造市，并遵守全部适用法律以及各司法权区证券交易所的所有有关证券法例及法规，包括《上市规则》、《公司条例》、《公司（清盘及杂项条文）条例》及《证券及期货条例》。

5.3 第 5.1 条的任何规定并不阻止投资者转让全部或部分相关股份予其任何直接或间接全资附属公司，惟于所有情况下：

(a) 至少提前五(5)个营业日向本公司、独家保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，该证明可按本公司、独家保荐人和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) 在进行该转让之前，该全资附属公司给予书面承诺（以本公司、整体协调人及独家保荐人为受益人，且条款均令本公司、整体协调人及独家保荐人满意）其同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务的约束，包括第 5 条所载对投资者施加的限制，犹如该全资附属公司本身受该等义务及限制的规限，并在该转让之前作出投资者在本协议下的相同承认、确认、承诺、陈述及保证；

(c) 该全资附属公司应被视为已给予与第 6 条中相同的承认、确认、承诺、陈述及保证；

(d) 投资者及投资者的该全资附属公司应被视为所有投资者股份的投资者，并共同及各别承担本协议下的所有责任及义务；

(e) 在禁售期届满前的任何时间，若该全资附属公司即将或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，且无论如何在不再是投资者的全资附属公司之前，将其持有的相关股份全部有效地转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须作出（且投资者承诺促致该附属公司作出）书面承诺（以本公司、整体协调人及独家保荐人为受益人，且条款均令本公司、整体协调人及独家保荐人满意），同意将受投资者于本协议项下的义务约束，包括本第 5 条所载对投资者施加的限制，作出本协议项下相同的承认、确认、承诺、陈述及保证，犹如该全资附属公司本身受限于该等义务及限制，并共同及各别承担本协议下的所有责任及义务；

(f) 全资附属公司为 (i) 非美国人士；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得相关股份。

5.4 投资者同意及承诺，除非取得本公司、整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人于本公司全部已发行股本中拥有的总股权（直接及间接）须低于本公司于任何时候全部已发行股本的 10%（或《上市规则》不时就「主要股东」的定义所订定的其他百分比），而投资者不会于上市日起十二(12)个月内成为《上市规则》所指的本公司核心关连人士，并且投资者及其紧密联系人于本公司已发行股本总额的总持股（直接及间接）不得导致本公司公众（于《上市规则》规定且由联交所解释）持股数量低于《上市规则》第 8.08 条规定的比例或联交所不时同意的其他比例。投资人同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及独家保荐人。

5.5 投资者同意投资者将作为自营投资持有本公司的股本，及在本公司、整体协调人及/或独家保荐人的合理要求下向本公司、整体协调人及独家保荐人提供合理证据，以证明投资者乃作为自营投资于本公司股本中持有股权。投资者不得，及应确保他们的任何控股股东、联系人及其实益拥有人均不会在全球发售的累计投标程序中申请或作出指示以认购 H 股（投资者股份除外）或在香港公开发售中作出 H 股申请。

5.6 投资者及其联属人士、董事、高级人员、雇员或代理概不会与本公司、本公司的控股股东、本集团的任何其他成员或其各自的联属人士及上述各方的联系人、董事、高级人员、雇员或代理订立任何与《上市规则》（《新上市申请人指南》第 4.15 章或由监管机构刊发的书面指引）不一致或相悖的协议或安排（包括补充条款）。

6. 承认、陈述、承诺及保证

6.1 投资者向本公司、整体协调人及独家保荐人分别作出陈述、承认、保证、承诺、同意及确认如下：

(a) 本公司、整体协调人、独家保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合作伙伴及代表概未作出任何陈述或任何保证或承诺，表明全球发售将（在任何特定时限内或是否会）进行或完成，或发售价将处于公开文件所载的指示范围。如果全球发售因任何原因延误、未进行或未完成，或发售价非处于公开文件所载的指示范围，前述人士概不会对投资者负有任何责任；

(b) 本协议、投资者的背景资料及本协议所预期订约方之间的关系及安排须在公开文件及全球发售的其他推广及路演材料中披露，而且公开文件及该等其他推广及路演材料及公告会提述投资者，特别是，本协议将为一份重大合约而须就全球发售被递交予香港监管机构及作为展示文件之一，或根据《公司（清盘及杂项条文）条例》及《上市规则》以其他方式处置；

(c) 根据《上市规则》须向联交所或在 FINI 上提交的有关投资者的资料将与本公司、联交所、证监会及其他必要的监管机构共享，并载列入一份综合承配人名单，该名单将在 FINI 上向整体协调人披露；

(d) 发售价仅由且完全由本公司及整体协调人于路演及累计投标过程后根据全球发售的条款及条件厘定，且未必介乎公开文件订明的指示性发售价范围，投资者并无任何权利对之作出任何反对；

(e) 投资者股份将由投资者通过整体协调人及/或彼等之联属人士（以彼等作为国际发售的国际承销商之代表身份）认购；

(f) 投资者将根据及受限于本公司组织章程大纲及细则或其他组成及宪章文件以及本协议之条款及条件接纳投资者股份；

(g) 投资者股份数目可能会因根据《上市规则》第 18 项应用指引、《新上市申请人指南》第 4.14 章或联交所可能不时批准且适用于本公司之其他百分比对国际发售及香港公开发售之间重新分配 H 股而受影响；

(h) 在接近签订本协议时，或其后的在国际发售完成前的任何时间，本公司、整体协调人及独家保荐人已经或可能作为国际发售的一部份和一个或多个其他投资者签订类似投资的协议；

(i) 投资者股份并未且将不会根据《证券法》或美国任何州份或其他司法管辖区的证券法进行登记，且不可于美国境内或向任何美国人士直接或间接发售、转售、质押或另行转让（根据有效登记声明或获豁免遵守《证券法》的登记规定或有关交易无须依循《证券法》的登记规定则除外），亦不可于任何其他司法管辖区直接或间接发售、转售、质押或另行转让（该司法管辖区的适用法律容许则除外）；

(j) 投资者明白及同意投资者股份的转让仅可根据《证券法》S 规例在美国境外通过「离岸交易」（offshore transaction）（定义见《证券法》S 规例），并根据任何美国州份及任何其他司法管辖区适用的证券法律进行，而代表投资者股份的任何股票应附有备注大致说明上述情况；

(k) 除第 5.3 条规定外，若投资者的全资附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司仍为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(l) 投资者已（及可能于将来）就投资者于投资者股份之投资（及持有投资者股份）收到可能构成重要非公开信息及/或内幕消息（定义见《证券及期货条例》），其：

(i)不得向任何人士披露有关信息（按需知情基准向其联属人士、附属公司、董事、高级人员、雇员、顾问和代表（「**获授权接收人**」）仅作评估投资投资者股份的用途或基于法律要求的情况下披露则除外），直至有关信息在投资者或其任何获授权接收人没有过失的情况下成为公开信息为止；(ii) 尽其最大努力确保根据本第 6.1(l) 条获披露有关信息的获授权接收人不会披露有关信息（按严格的需知情基准向其他获授权接收人披露除外）；及(iii)不会及将尽最大努力确保根据本第 6.1(l) 条获披露有关信息的获授权接收人不会以可能导致违反任何与交易相关美国、香港、中国或其他适用司法管辖区的证券法律（包括内幕交易规定）的形式直接或间接购买、出售或买卖本公司或其联属人士或联系人的股份或其他证券或衍生工具或以其他方式就该等 H 股或证券或衍生工具进行交易；

(m) 以保密基础提供予投资者及/或其代表的本协议、招股章程草拟稿及初步发售通函草拟稿所载的信息，以及任何其他可能已以保密基础提供予投资者及/或其代表的材料（不论书面或口头上的），均不可复制、向任何其他人披露、传阅或散播，且已经提供予投资者的任何其他信息或材料可予更改、更新、修订及完成，投资者在决定是否投资投资者股份时不得依赖有关信息或材料。为免生疑问：

(i) 可能已向投资者及/或其代表提供的招股章程草拟本、初步发售通函草拟本或任何其他材料概不构成在任何不允许邀请、要约或招揽收购、购买或认购任何证券的司法管辖区内邀请、要约或招揽收购、购买或认购任何证券，且可能已向投资者及/或其代表提供的招股章程草拟本、初步发售通函草拟本或任何其他材料（不论书面或口头上的）的任何内容概不构成任何合约或承诺的基础；

(ii) 不得根据可能已向投资者及/或其代表提供的初步发售通函草拟本、招股章程草拟本或任何其他材料（不论书面或口头上的）作出或收到任何认购、收购或购买任何 H 股或其他证券的要约或邀请；及

(iii) 可能已向投资者及/或其代表提供的初步发售通函草拟本、招股章程草拟本或任何其他材料（不论书面或口头上的）可能在本协议签订后作出进一步的修改，投资者不应倚赖该等材料以决定是否就投资者股份作出投资；而投资者同意有关修改（如有）及放弃就与有关修改（如有）相关的权利；

(n) 本协议并不（共同或个别地）构成在美国或在就出售证券作出的要约属违法的任何其他司法管辖区就出售证券作出的要约；

(o) 投资者、其任何联属人士或任何代表其或彼等的人士均未参与或将参与任何针对投资者股份的直接销售努力（directed selling efforts）（根据《证券法》S 规例所赋予的含义)；

(p) 投资者已获提供其视为对评估购买投资者股份的利弊及风险而言属必要或可取的一切信息，并得到机会向本公司、整体协调人或独家保荐人提出有关本公司、投资者股份或其他其视为对评估购买投资者股份的利弊及风险而言属必要或可取的疑问并得到解答，而本公司已向投资者或其代理提供一切投资者或代投资者要求有关投资于投资者股份的文件及资料；

(q) 投资者均承认并同意于作出投资决定时，投资者已及将仅依赖本公司将发出的国际发售通函所载之资料，而非由或代表本公司、整体协调人及/或独家保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士）可能于本协议日期或之前向投资者提供的任何其他资料，而本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士概无就并没有载于国际发售通函内的任何资料或材料的准确性或完整性作出任何陈述或给予任何保证或承诺，且本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士概不就投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士使用或依赖该等资料或材料或者就没有载于国际发售通函的任何资料而向投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士承担任何责任；

(r) 本公司、整体协调人、独家保荐人及其各自的代表人不会就全球发售将会或将在任何特定时期内或将不会进行或完成或发售价处于发售通函或招股说明书所列指示性范围作出任何陈述，亦不作任何此类保证或承诺，亦不会因任何原因而导致全球发售推迟进行、无法进行或未能完成，或发售价未处于发售通函或招股说明书所列指示性范围而对投资者承担任何责任；

(s) 本公司、整体协调人、独家保荐人、其他全球发售承销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合作伙伴及顾问概未就投资者股份或认购、购买或发售投资者股份之利弊，或就本公司或本集团其他成员的业务、营运、前景或状况、财务或其他方面，或就与此有关的任何其他事宜而向投资者作出任何保证、陈述、承诺或建议；且除国际发售通函所提供者外，本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概未就投资者股份或认购、购买或发售投资者股份之利弊，或就本公司或其附属公司的业务、营运、前景或状况、财务或其他方面，或就与此有关的任何其他事宜而向投资者作出任何保证、声明或建议；

(t) 投资者将不会有提名或任命任何董事或管理人员的权利；

(u) 投资者会就其（直接或间接）处置任何投资者为或将（直接或间接）为或招股章程显示为相关股份之实益拥有人的相关股份遵守本协议、《上市规则》及任何适用法律不时之所有适用于投资者的所有限制（如有）；

(v) 于作出本协议项下的投资决定时，投资者已对本公司、本集团及投资者股份以及本协议所载投资者股份认购条款自行进行调查，且已在其认为必要或适宜时获得、参考并依赖其认为必要或适当的独立意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面），或以其他方式已信纳关于投资于投资者股份的税务、监管、财务、金融、会计、法律、货币及其他方面以及投资者投资于投资者股份的合适性，且并未及将无权依赖由或代表本公司或任何整体协调人、独家保荐人、资本市场中介人或其他承销商就全球发售取得或进行之任何意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他意见或告慰（视乎情况而定）。本公司、整体协调人、独家保荐人或彼等各自的联系人、联属

人士、 董事、高级职员、雇员、顾问或代表概不就购买投资者股份或有关买卖投资者股份的任何税务、法律、货币或其他经济或其他后果负责；

(w) 投资者明白投资者股份现时并无公开市场，而本公司、整体协调人及独家保荐人概不保证投资者股份一定会出现公开的市场，且本公司、整体协调人、独家保荐人、国际承销商或其各自的代表人以及参与全球发售的任何其他方均不保证投资者股票将会存在公共或活跃的市场；

(x) 倘全球发售因任何原因而延迟或终止或者无法完成，本公司、整体协调人、独家保荐人或彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表概不会对投资者或其附属公司负责；

(y) 本公司及整体协调人将有绝对酌情更改或调整(i)根据全球发售将予发行的 H 股数目；及(ii) 香港公开发售及国际发售分别将予发行的 H 股数目；

(z) 本公司及整体协调人将有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)条的规定，该规则规定于上市日期由本公司持股量最高的三名公众股东实益拥有的股份不得超过公众持有股份的 50%； 及

(aa) 投资者已同意将于上市日期或根据第 4.5 条可能议定的其他日期香港时间上午八时正或之前支付投资总额以及相关经纪佣金及征费；。

6.2 投资者（为其本身及代表其全资附属公司）进一步向本公司、整体协调人及独家保荐人作出陈述、声明、保证、承认、同意、确认及承诺如下：

(a) 投资者根据其注册成立地点的法律正式注册成立并有效存续，并无任何清盘呈请、清盘命令或通过有效的清盘决议案；

(b) 投资者有完全的法律权利、公司权利及授权以拥有、使用、租赁及经营其资产（包括但不限于物业资产），以及按现行方式经营和开展其目前所经营和开展的业务；

(c) 投资者拥有全面权力、授权及能力，且已采取所需的一切行动（包括取得任何政府及监管机构或其他第三方的所有必需的同意、批准及授权），签立及交付本协议、订立及进行本协议项下的交易以及履行本协议项下之义务；

(d) 本协议已获投资者正式授权、签立及交付，并构成合法有效而且对投资者具约束力及可根据本协议的条款对其强制执行；

(e) 投资者已采取并将于本协议有效期内采取一切必要步骤以履行其于本协议项下的义务、 使本协议及本协议项下拟进行的交易具有效力，并遵守所有相关法律；

(f) 已取得所有根据任何适用于投资者的相关法律且投资者根据本协议就认购投资者股份须取得的同意、批准、授权、许可及注册(「**该等批准**」)，且该等批准具十足效力及作用，且没有被视作无效、撤销、撤回或搁置，该等批准概无受任何尚未

达成或履行的先决条件所限制。投资者进一步同意并承诺，如果任何该等批准因任何原因不再具十足效力及作用或被视作无效、被撤销、被撤回或被搁置，则投资者会立即以书面形式通知本公司、独家保荐人及整体协调人；

(g) 投资者签立及交付本协议、履行其于本协议下的义务及认购投资者股份将不会抵触或导致抵触：(i)投资者的组织章程大纲及组织章程细则（或同等章程文件）的任何条文；或(ii) 投资者就本协议下拟议的交易须遵守的任何司法管辖区的法律，或就投资者认购投资者股份适用于投资者的任何司法管辖区的法律；或(iii)投资者参与订立或对其具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府机构的任何判决、命令或判令；

(h) 其并非本公司的联属人士或代表本公司或该联属人士行事之人士；

(i) 其已并将遵守所有司法管辖区与认购投资者股份相关的适用法律，包括直接或间接地通过本公司、整体协调人及/或独家保荐人向或致使或促使向联交所、证监会、中国证监会及／或任何其他政府、公共、金融或监管机构、团体或证券交易所（「**监管机构**」）在任何该等监管机构要求的任何时间内提供在各种情况下按照适用法律规定或任何监管机构不时要求披露的资料，或致使或促使该等资料予以提供，并同意和认可就该等资料的披露。有关资料包括但不限于：(i)投资者及其最终实益拥有人及/或最终负责就认购投资者股份作出指示的人士的身份资料（包括但不限于彼等各自的姓名／名称及注册成立地点）；(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细节、投资者股份的数量、投资总额，以及本协议项下的禁售限制）；(iii)涉及投资者股份的任何掉期合约安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人以及该掉期合约安排或其他金融或投资产品的提供者的身份资料）；及／或(iv)投资者或其实益拥有人及联系人与本公司及其任何股东之间的任何关联关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、整体协调人、独家保荐人或彼等各自的联属人士、董事、高级管理人员、雇员、顾问及代表按照《上市规则》或适用法律的规定或任何相关监管机构的要求下向相关监管机构及／或在任何公开文件或其他公告或文件中披露任何投资者相关资料；

(j) 于作出本协议项下的投资决定时，投资者具备有关金融、投资、财务及业务事宜的知识及经验，以评估信誉、市场及所有其他相关风险的专业知识，即(i)其有能力评估于预期投资投资者股份的利弊、风险并保护其利益；(ii)其有能力承担有关投资的经济风险，包括但不限于完全损失于投资者股份的投资；(iii)其已收到所有其认为就决定是否投资于投资者股份而言属必需或合适的资料，以决定是否投资于投资者股份；及(iv) 其在投资于处于类似发展阶段的公司证券的交易方面具有一定经验；

(k) 投资者认购投资者股份乃为其利益及仅为自身投资目的，并无意进行证券法所指的分销或公开转售该等股份；

(l) 其日常业务为购买或出售股份或债券，或其为专业投资者，而透过订立本协议，其并非任何整体协调人或独家保荐人就本协议项下拟进行之交易的客户；

(m) 其作为当事人为其本身作自行投资认购投资者股份作投资之用，并无考虑分派任何其根据本协议认购的投资者股份，且投资者无权提名任何人士出任本公司董事及高级职员；

(n) 如果投资者于美国境外认购投资者股份，则该认购是以「离岸交易」（定义见《证券法》S 规例）方式进行且投资者并非美国人士；

(o) 投资者认购投资者股份乃获豁免遵守《证券法》的登记规定（或不需符合有关规定）的交易；

(p) 投资者、其联属人士或任何代表其行事之人士均未参与或将会参与任何与 H 股有关的直接销售活动（定义见 S 条例）并其了解于本协议下证券的要约并（共同或个别）不构成对于美国、香港或其他法治管辖区公众的证券出售要约；

(q) 投资者、及其的实益拥有人及/或联系人(i) 均为独立于本公司的第三方；(ii)并非本公司关连人士（定义见《上市规则》）或联系人，而投资者认购/投资者股份将不会导致投资者及其实益拥有人成为本公司的关连人士（定义见《上市规则》）（尽管投资者与任何其他方可能订立（或已订立）本协议提述的任何其他协议之关系），并将于本协议完成后独立于且并非与（就本公司的控制权而言）任何关连人士一致行动（定义见香港《公司收购及合并守则》）；及(iii) 有财务能力履行本协议项下的所有义务；(iv) 并非由(a)本公司任何关连人士（定义见《上市规则》）或(b)本公司 、本公司或其任何附属公司的董事、最高行政人员、控股股东、主要股东或现有股东，或任何该等人士的紧密联系人（定义见《上市规则》），直接或间接融资、资助或支持, 且并无习惯听取及并无听取任何该等关连人士（或该关连人士的联系人）就本公司证券的收购、出售、投票或其他处置作出的任何指示；及(v)与本公司或其任何股东不存在关联关系。亦不会在本公司的“控制”（定义见《公司收购、合并及股份回购守则》）方面与本公司的任何关连人士（或该关连人士的联系人）采取一致行动；

(r) 投资者、其实益拥有人及/或联系人均并非任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售承销商、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」具有《上市规则》附录 F1（股本证券的配售指引）赋予的涵义；

(s) 投资者的账户并非由相关交易所参与者（定义见《上市规则》）按全权管理投资组合协议管理。「全权管理投资组合」一词具《上市规则》附录 F1《股本证券的配售指引》所赋予该词的涵义；

(t) 投资者、其实益持有人，及其各自的联系人都并非本公司的董事（包括在过去 12 个月内的董事）、监事或现有股东或其联系人或上述人士的代名人；

(u) 除非事先书面通知联席保荐人及整体协调人，否则投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单范本中载列的或 FINI 界面或《上市规则》要求就获配售人／承配人披露的任何获配售人／承配人类别（「基石投资者」除外）；或 (b) 根据《上市规则》（包括《上市规则》第 12.08A 条）须在本公司配发结果公告中交待的各类获配售人；

(v) 投资者并未且将不会就分销H股与任何「分销商」（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(w) 投资者认购投资者股份将符合《上市规则》附录 F1（股本证券的配售指引）及《新上市申请人指南》第 4.15 章或任何由监管机构刊发的书面指引所载的规定；

(x) 投资者、其实益拥有人及/或联系人概无获本公司的任何关连人士、或任何整体协调人、独家保荐人、资本市场中介人、或任何其他全球发售承销商的任何一方直接或间接提供资金或支持以在根据本协议认购投资者股份。投资者及其联系人（如有）均独立于且与其他已参与或将参与全球发售的投资者或其任何联系人没有任何关联；

(y) 除本协议所规定者外，投资者并无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺；

(z) 投资者、其实益拥有人及／或联系人概无订立且将不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；及

(aa) 投资者并未获得也无意获得贷款或其他形式的债务融资以履行其在本协议项下的付款义务.

6.3 投资者向本公司、整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的集团公司的描述，以及提供予监管机构及/或本公司、联席保荐人、整体协调人及彼等之联属人士及/或按该等人士或机构要求的所有投资者相关资料，均在所有方面属真实、完整及准确且无误导性。在不损害第 6.1(b) 条的前提下，投资者不可撤销地同意，在本公司、整体协调人及独家保荐人全权认为有必要的情况下，于公开文件以及本公司、整体协调人及/或独家保荐人就全球发售可能发布（或其他人士代表该等人士发布）的推广、路演材料及其他公布内中提述及纳入其名称以及有关本协议的全部或部分描述（包括附表二所载的描述）。投资者承诺尽快提供本公司、整体协调人及/或独家保荐人可能合理要求与其有关、或与其拥有权（包括最终实益拥有权）有关及/或其他事宜的进一步信息及/或支持文件，以确保其遵守适用的公司或证券登记及/或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者谨此同意，于审阅不时提供给投资者将载于公开文件及有关全球发售的其他推广材料之草拟本的关于其及其所属的集团公司的描述，并作出投资者可能合理要求的修订（如有）后，投资者就会被视作已保证有关其及其所属的集团公司的描述均在所有方面属真实、准确及完整且无误导性。

6.4 投资者明白，第 6.1 及 6.2 条所载的声明及承认乃就香港法律及美国证券法等所需要而作出。投资者承认，本公司、整体协调人、独家保荐人、资本市场中介人、承销商、及其各自的附属公司、代理、联属人士及顾问及其他人士将依赖本协议所载投资者的保证、承诺、陈述及承认的真实性、完整性及准确性，且投资者同意，如本协议所载的任何保证、承诺、陈述及承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及独家保荐人。

6.5 投资者同意及承诺，在经要求后，投资者按税后基准对本公司、整体协调人及、独家保荐人、资本市场中介人及全球发售的承销商（为彼等本身及以信托形式代各自之联属人士、任何《证券法》定义下控制其之人士以及各自的高级职员、董事、雇员、员工、联

系人、合作伙伴、代理及代表（统称「**获弥偿方**」））就投资者股份的认购、投资者股份或本协议（包括由投资者或其高级人员、董事、雇员、联属人士、代理、代表、联系人或合作伙伴违反本协议或被指称违反本协议或任何行为或作为或被指称作为或不作为）而可能以任何方式针对任何获弥偿方提起或确立的任何及所有损失、费用、成本、开支、申索、诉讼、负债、行动、法律程序或损害赔偿（无论以何种方式对该获补偿方作出或确立）。及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、费用、损失或开支，全面及有效地以税后基准弥偿获弥偿方，使之免受损害。

6.6 投资者均理解并同意（其中包括）香港及美国法律要求投资者作出保证。投资者均确认本公司、整体协调人及独家保荐人及/或其他人士（包括参与全球发售的其他承销商）及彼等各自的附属公司或代表人将依赖当中所载的投资者保证的真实性、完整性及准确性，且其同意，倘若本协议当中的任何投资者的保证不再为真实、完整及准确或变为具有误导性，将立即书面通知本公司、整体协调人及独家保荐人。

6.7 投资者的保证应被解释为各自的单独保证、陈述及承诺。于第 6 条（视乎情况而言）下作出的承认、确认、陈述、保证及承诺均为单独的承认、确认、陈述、保证或承诺，且须被视为于上市日期 及于延迟交付日期（如适用）有效存续且重复履行，并在本协议的执行后有效存续并直至全球发售完成。

6.8 本公司向投资者声明及保证：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 本协议已被正式授权、执行并送达并构成有效和具约束力的义务，并可根据其条款强制执行；

(c) 其拥有订立及履行本协议下义务的全部权力、授权及能力，及已就此采取所有必要行动；

(d) 于付款后及受第 5.1 条规定的禁售期所限，根据第 4.4 条向投资者交付投资者股份时，该等股份于发行及交付时已缴足股款，不附带所有认购权、留置权、押记、抵押、质押、申索、衡平法上的权利、优先购买权、产权负担及/或其他第三方权利，及与其时已发行并于联交所上市之 H 股具同等地位；

(e) 本公司及其控股股东（定义见《上市规则》）、本集团的任何其他成员及其各自的联属人士、董事、高级职员、雇员及代理概无与投资者或其的联属人士、董事、高级职员、雇员或代理订立任何不符合《上市规则》（包括《新上市申请人指南》第 4.15 章或任何由监管机构刊发的书面指引）的安排或协议（包括任何补充条款）；及

(f) 除本协议规定外，本公司或本集团的任何其他成员，以及其各自的联属人士、董事、高级职员、雇员或代理，均没有与其他政府机构或任何第三方签订任何有关投资者股份的安排、协议或承诺。

6.9 本公司承认、确认及同意，投资者将依赖于国际发售通函所载的资料，而就国际发售通函而言, 投资者与于国际发售中购买 H 股的其他投资者享有相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第 3.2 条或第 4.6 条予以终止；

(b) （即使本协议已有任何相反规定）在投资者在国际发售完成或（如适用）延迟交付日期或之前严重违反本协议（包括投资者（或如有根据第 5.3 条转让投资者股份的情况，持有投资者股份的投资方的全资附属公司）严重违反其在本协议下作出的任何陈述，保证、承诺及确认）的情况下，仅由本公司或仅由整体协调人及独家保荐人个别的予以终止；或

(c) 经本协议所有订约方书面同意于本协议日期至期限届满日期前予以终止。

7.2 倘本协议根据第 7.1 条予以终止，订约方无需履行其在本协议项下各自之义务（下文第 8.1 条所规定的保密义务除外），而订约方在本协议项下的权利及责任（下文第 11 条所规定的 权利除外）应予以终止，且概无订约方可针对任何其他订约方提出申索（惟不损害任何订约方于有关终止时或之前就本协议所载条款的累算权利或对其他订约方的责任。尽管有上述规定，第 6.5 条以及投资者提供的赔偿在本协议终止后仍然有效。

7.3 如果投资者于完成日或延迟交付日期或之前违反第 6 条项下的保证，尽管本协议可能载有相反规定，本公司、独家保荐人及整体协调人应有权解除本协议，而订约方的所有义务将告终止。尽管有上述规定，投资者于本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

8. 公告及保密

8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他订约方事先书面同意，任何订约方均不得披露与本协议或本协议项下的交易或涉及本公司、整体协调人、独家保荐人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何订约方可：

(a) 向联交所、证监会及/或本公司、整体协调人及独家保荐人所相关的监管机构披露本协议，而投资者的背景及本公司与投资者之间的关系可在本公司将刊发之公开文件以及本公司、整体协调人及/或独家保荐人将就全球发售发布的推广、路演材料及其他公布内中进行描述；

(b) 向该订约方的法律顾问、财务顾问、审计师及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理（仅按需要知道的原则）披露本协议，前提是该订约方 (i)须促使其各法律顾问、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务，及 (ii) 对该等法律顾问、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 基于任何相关法律、政府机构或对该订约方有管辖权的机构（包括联交所、证监会及中国证监会））或证券交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为一份重大合约递交给香港公司注册处以作登记

及作为展示文件之一）的要求，或任何主管政府机构的任何具有约束力的判决、命令或要求而披露本协议。

8.2 投资者不得就本协议或任何相关事宜作出其他提述或披露，惟投资者已事先咨询本公司、整体协调人及独家保荐人并获得他们就该披露的原则、形式及内容上的书面同意则除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在刊发之前提供给投资者审阅。投资者须与本公司、整体协调人及独家保荐人通力合作，以确保该等公开文件中与之有关的所有提述均为真实、准确及不具误导性，并应从速向本公司、整体协调人及独家保荐人及彼等之法律顾问提供任何意见及验证文件。

8.4 投资者承诺，就准备任何第 8.1 条所提述需要的披露从速提供一切合理所需之协助（包括但不限于向本公司、整体协调人及独家保荐人提供其可能合理要求与其有关、或与其拥有权（包括最终实益拥有权）有关及/或其他涉及第 8.1 条提述事宜的进一步信息及/或支持文件，配合进行尽职调查），以 (i) 在本协议日期之后更新公开文件中有关投资者的描述；及 (ii) 令本公司、整体协调人及独家保荐人能够遵守适用的公司或证券登记及/或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者应与本公司、独家保荐人及整体协调人合作，以确保该等公开文件中对其的所有提及是真实、完整、准确和无误的，且公开文件中没有遗漏有关其的重大信息，并应及时向本公司、独家保荐人及整体协调人及其各自律师提供任何意见和核查文件。

9. 通知

9.1 本协议下的任何通知均应以英文或中文书面作出，并按第 9.2 条的规定交付至下列地址：

若通知本公司：

地址： 中国安徽省芜湖市皖江江北新兴产业集中区（除托管区外）通江大道南侧 150 米江北新区建设指挥部 G 区 1-301 号
收件人： 董事会

若通知投资者：

地址： 安徽省芜湖市皖江江北新兴产业集中区（除托管区除外）二坝镇楚江大道 9 号芜湖建筑科技产业园 A 区 1122-02 号
收件人： 朱全友
邮箱： zhuqy@artec.cc

若通知中信建投（国际）融资有限公司：

地址： 香港中环康乐广场 8 号交易广场二期 18 楼
传真： +852 2180 9495
收件人： Project RiverTown Team
邮箱： Project.RiverTown@csci.hk/Project.RiverTown.ECM@csci.hk

9.2 本协议下任何通知应以专人递送或通过传真或电邮发送或以邮件(邮资已付)寄发。通知

如以专人递送，应在交付时视为收到；如通过传真发送，应在收到传送确认时视为收到；如通过电邮发送，除非收到未送达信息，应在传送时视为收到；如通过邮件(邮资已付)寄发，在未有更早收到的证据的情况下，应在寄出后 48 个小时后（或如通过空邮寄发，则为六日后）视为收到。在非营业日收到的任何通知均应视为在下一个营业日收到。

10. 一般事项

10.1 各订约方确认并声明，本协议已经由其正式授权、签立及交付，并构成其合法，有效及具有约束力的义务，并可根据本协议的条款对其强制执行。除本公司为进行全球发售而可能需要得到的该等同意、批准及授权外，该订约方在履行其在本协议项下的义务时无需公司、股东或其他同意、批准及授权，且各订约方进一步确认其可履行本协议所述的义务。

10.2 本协议所规定的独家保荐人及整体协调人各自的义务属个别义务（而非共同的或共同及个别的义务）。任何独家保荐人或整体协调人概不会就任何其他独家保荐人或整体协调人未能履行本协议项下彼等各自的义务而承担任何责任，且任何其他独家保荐人或整体协调人未能履行本协议项下彼等各自的义务也不影响任何其他独家保荐人或整体协调人行使本协议条款的权利。尽管有上述规定，各独家保荐人及整体协调人有权单独或连同其他独家保荐人或整体协调人行使其于本协议项下的任何或所有权利，惟以适用法律允许者为限。

10.3 本公司及整体协调人为本协议就投资者股份数目及发售价以真诚作出的计算及判断应为最终决定，惟明显错误除外。

10.4 投资者、本公司、整体协调人及独家保荐人应就任何为达到本协议目的或与之有关而需要或可能需要给予第三方任何通知或从第三方获得同意及/或批准通力合作。

10.5 除非经各订约方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签署。

10.7 除非有关订约方另行书面同意，否则各订约方应各自承担与本协议有关的法律及专业费用、成本及开支，惟因本协议中拟进行的任何交易产生的印花税应由相关转让人/卖方及相关受让人/买方平均摊分承担。

10.8 时间是本协议的关键要素，惟本协议中提及的任何时间、日期或期间可经各订约方书面协议后予以延长。

10.9 除非经各订约方书面同意终止，本协议的所有条文在其可履行或遵守的情况下，即使按照第 4 条交易完成，仍然具有十足效力及作用，惟已经履行的事项除外。

10.10 除投资者订立的保密协议外，本协议构成各订约方就投资者投资于本公司的全部协议及理解。 本协议取代之前所有有关主体事项的承诺、担保、保证、声明、通讯、谅解及协议，不论是经书面或口头作出。

10.11 在本第 10.11 条另有规定的范围内，非本协议订约方的人士无权根据合约（第三者权利）

条例强制执行本协议的任何条款，惟此并不影响第三方现有或属第三者合约（第三者权利）条例外的任何权利或补救措施：

(a) 获弥偿方可以强制执行并依赖第 6.5 条，犹如彼等为本协议的订约方。

(b) 本协议可在未经第 10.11(a) 条所述人士同意的情况下被终止或撤销，而本协议任何条款可在未经第 10.11(a) 条所述人士同意的情况下被修订、变更或豁免。

10.12 整体协调人及独家保荐人有权并谨此获授权以其认为合适的方式及条款将其全部或任何相关权利、职责、权力及酌情权转授予其任何一名或多名联属人士（无论是否办妥正式手续及毋须就有关转授另行通知本公司或投资者）。尽管有任何有关转授，有关整体协调人或独家保荐人应对依据本第 10.12 条规定委以相关权利、职责、权力及酌情权的任何联属人士的所有作为及不作为负责。

10.13 某订约方延误或无法行使或强制执行（全部或部分）本协议或法律上所赋予的任何权利不得作为解除或豁免或以任何方式限制该订约方进一步行使或执行该或其他权利的能力，透过单独或部分行使任何此类权利或补救措施亦不得妨碍任何其他或进一步行使该权利或补救措施，或行使任何其他权利或补救措施。本协议规定的权利、权力及补救措施属累积性，并不排除任何不论是依据法律或以其他情况所赋予的权利、权力及补救措施。除非豁免以书面形式作出且由被请求豁免的订约方签署，否则就本协议任何条款的违反给予的豁免均不具效力，条款亦未隐含有关豁免。

10.14 倘本协议的任何条款于任何时候在任何司法管辖区的法律下在任何方面属或变得不和法、无效或不可强制执行，这情况不得影响或损害：

(a) 本协议的任何其他条款在该司法管辖区内的合法性、有效性或可强制执行性；或

(b) 本协议的该条款或任何其他条款于任何其他司法管辖区法律的合法性、有效性或可强制执行性。

10.15 本协议对订约方及彼等各自之继承人、遗嘱执行人、遗产管理人、继承人及获许可的受让人具有约束力，亦仅有利于该等人士。任何其他人士概不得根据或凭借本协议取得或拥有任何权利。除为内部重组的目的外，订约方不得转移或转让本协议下的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。

10.16 在不损害向投资者就其他订约方遭受的所有损失及损害提出索偿的权利的情况下，倘若在上市日期或延迟交付日期（如适用）或之前，投资者违反任何保证，即使本协议有任何相反规定，本公司、整体协调人及独家保荐人应有撤销本协议的权利，而各订约方在本协议项下的所有义务应即时终止。

10.17 各订约方向其他订约方承诺其会促使签立及履行其他需要的文件及行动，及促使该等文件及行动的签立及履行，以令本协议的条款生效。

11. 管限法律及司法管辖权

11.2 本协议及各订约方之间的关系应受香港法例管辖并按照香港法例解释。

11.3 因本协议引起或与本协议有关的任何纠纷、争议或申索，或本协议的违反、终止或失效，

均应根据提交仲裁申请当日生效的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地点应为香港，应有三名仲裁员，仲裁程序应以中文进行。仲裁庭的判决和裁决属最终判决和裁决，对各订约方具有约束力，可以在任何具有管辖权的法院登录及执行，而各订约方不可撤回及无条件地放弃向司法当局作出任何形式的上诉、复核或追索的权利（在其可有效地放弃权利的前提下）。尽管有上述规定，在任命仲裁庭之前，各订约方有权寻求具有管辖权的法院的临时强制性济助或其他临时济助。在不影响国家法院管辖下可能提供的临时补救措施的情况下，仲裁庭应有充分的权力授予临时补救措施或命令订约方请求法院修改或撤销法院所颁令的临时或初步救济，并就任何一方未能遵守仲裁庭的命令作出损害赔偿的判决。]

12. 豁免权

12.1 如果在任何司法管辖区的任何诉讼程序（包括仲裁程序）中，投资者（基于主权或刑事法或其他方式）拥有或可申请为其自身或其资产、财产或收入针对以下各项的任何豁免权：任何法律行动、起诉、诉讼程序或其他法律程序（包括仲裁程序），抵销或反诉、任何法院的管辖权、法律程序文件送达、因任何判决、裁定、决定、判令或裁决（包括任何仲裁裁决）被扣押或辅助执行扣押、或为给予任何救济或执行任何判决、裁定、决定、判令或裁决（包括任何仲裁裁决）而进行的其他法律行动、起诉、或诉讼程序，或者在任何此类诉讼程序中存在可能归于其自身或其资产、财产或收入的任何有关豁免（无论是否要求取得），投资人均在此不可撤回及无条件地放弃并同意不就任何该等诉讼程序申请或要求取得任何该等豁免。

13. 法律程序文件代理人

13.1 投资者不可撤销地委任 朱全友（地址为香港湾仔骆克道 300 号浙江兴业大厦 12 楼 A 室）为其并代表其收取在香港收取送达的法律程序文件。交付予该法律程序文件代理人时应视为已完成送达有关法律程序文件（不论法律程序文件是否转寄至投资者或投资者是否收到该法律程序文件）。

13.2 倘因任何理由，法律程序文件代理人不再能够担任法律程序文件代理人或不再拥有香港地址，投资者不可撤回地同意委任一家本公司、整体协调人及独家保荐人均可以接受的替代法律程序文件代理人，并在该委任后 30 天内向本公司、整体协调人及独家保荐人交付新法律程序文件代理人接受委任书的副本。

14. 对应本

14.1 本协议可以任何数量的对应本签立，并由各订约方以单独的对应本签立。各对应本均为原件，但所有对应本应共同构成一分相同的文书。通过电子邮件附件(PDF)或传真印件交付本协议签名页的对应本为有效的交付方式。

兹证明，由各订约方的正式授权签字人于首页所载日期签立本协议。

代表：
安徽海螺材料科技股份有限公司

签署人：

姓名：

职位：

代表：
芜湖阿泰克生物科技有限公司

签署人：

姓名：朱全友

职位：法人代表

代表：

中信建投（国际）融资有限公司

签署人:

Zhao Xin

姓名：赵鑫
职位：执行董事

附表一

投资者股份

投资者股份数目

投资者股份的数目应相当于(1)相当于人民币 53,000,000 的港元（按投资者实际换汇的港元兑人民币汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费），除以 (2) 发售价（向下调整至最接近 1,000 股股份的整数每手买卖单位）。

根据《上市规则》第 18 项应用指引第 4.2 段、《新上市申请人指南》第 4.14 章及联交所给予的豁免（如有），倘若香港公开发售股份超额认购，投资者根据本协议认购的投资者股份数目或会受国际发售及香港公开发售之间的重新分配影响。倘若股份在香港公开发售的总需求出现在本公司最终版招股章程中「全球发售架构 – 香港公开发售 – 重新分配」 一节所载之情况，则投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。

附表二

投资者详情

投资者：芜湖阿泰克生物科技有限公司

注册成立地点：	安徽省芜湖市皖江江北新兴产业集中区(除托管区域外)二坝镇楚江大道 9 号芜湖建筑科技产业园 A 区 1122-02 号
统一社会信用代码：	91340207MAE3U59P4M
营业地址及电话号码及联络人：	安徽省芜湖市皖江江北新兴产业集中区(除托管区域外)二坝镇楚江大道 9 号芜湖建筑科技产业园 A 区 1122-02 号 联系人及电话：朱全友 邮箱：zhuqy@artec.cc 电话 18071165577
主要业务：	生物基材料技术研发;新材料技术研发:技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广:以自有资金从事投资活动
最终控股股东：	梁晓军（梁晓军通过湖北阿泰克生物科技股份有限公司（"**湖北阿泰克**"）控制投资者股权的 80%）
最终控股股东的身份证号码：	650300196007060327
湖北阿泰克的注册成立地点：	湖北省襄阳市宜城市雷雁大道
湖北阿泰克的商业登记号码及法人实体识别号码：	91420600784461859W
湖北阿泰克的主要业务：	公司主要生产糖化学中间体、功能性糖苷类化合物、化妆品添加剂等。
股东及持有权益：	梁晓军通过湖北阿泰克生物科技股份有限公司控制投资者股权的 80%；张辉持有投资者股权的 10%；丁圣峰持有投资者股权的 7.5%；朱朝霞持有投资者股权的 2.5%；
在招股章程中就投资者的描述（包括背景资料）：	芜湖阿泰克生物科技有限公司是一家在安徽注册成立的公司，是由湖北阿泰克生物

	科技股份有限公司直接全资拥有的公司。而湖北阿泰克生物科技股份有限公司分别由梁晓军、张辉、丁圣峰、朱朝霞直接拥有 80%、10%、7.5%、2.5%的股权。截止最后实际可执行日，梁晓军为湖北阿泰克生物科技股份有限公司的实际控制人。湖北阿泰克成立于 2006 年 1 月 12 日，专注于化妆品美白添加剂产品的研发、生产和销售。 据本公司所深知，芜湖阿泰克、湖北阿泰克、梁晓军女士及湖北阿泰克的其他股东均为独立第三方，并非我们的关连人士(定义见上市规则)，亦非现有股东或我们任何现有股东的紧密联系人。
所属投资者类别（为需在联交所的 FINI 承配人名单范本中载列的或就有关获配售人／承配人需在 FINI 界面披露的类别）：	基石投资者

订立日期：**2024** 年 12 月 22 日

安徽海螺材料科技股份有限公司

SCGC Capital Holding Company Limited (SCGC 资本控股有限公司)

及

中信建投（国际）融资有限公司

基石投资协议

的近律师行
香港中环
遮打道 18 号
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电话：+852 2825 9211
传真：+852 2810 0431
hongkong@deacons.com
www.deacons.com

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本协议于 **2024** 年 12 月 22 日订立

订约方：

(1) **安徽海螺材料科技股份有限公司**，一家在中国注册成立的股份有限公司，注册地址位于中国安徽省芜湖市皖江江北新兴产业集中区（除托管区域外）通江大道南侧 150 米芜湖市江北新区建设指挥部 G 区 1-301 号（「**本公司**」）；

(2) **SCGC Capital Holding Company Limited (SCGC 资本控股有限公司)**，一家根据英属维京群岛法律注册成立的公司，其注册办事处位于 Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands（「**投资者**」）；及

(3) **中信建投（国际）融资有限公司**，一家在香港注册成立的公司，注册地址位于香港中环康乐广场 8 号交易广场二期 18 楼（「**中信建投**」或「**独家保荐人**」）。

鉴于下述缔约背景：

(A) 本公司正申请以全球发售(「**全球发售**」)的方式将其股份于联交所(定义见下文)主板上市，全球发售包括：

(i) 本公司在香港公开发售 14,498,000 股 H 股（定义见下文）以供公众认购（「**香港公开发售**」）；及

(ii) 根据《证券法》（定义见下文）S 规例（Regulation S）在美国境外（包括向香港的专业和机构投资者配售）有条件配售 130,476,000 股 H 股（「**国际发售**」）。

(B) 就全球发售而言，中信建投担任独家保荐人及整体协调人。

(C) 作为国际发售的一部分，投资者有意根据本协议所载条款及条件透过整体协调人或其联属人士（如有）（作为国际发售相关部分的承销商）认购投资者股份（定义见下文）。

各订约方达成以下协议：

1. 定义及释义

1.1 在本协议（包括上述缔约背景及附表）中，除非文意另有所指，下述各词语及表述具有下述涵义:

「**联属人士**」就特定个人或实体而言，除非文意另有所指，指直接或间接通过一个或多个中介，控制该个人或实体，或受该个人或实体控制，或与该个人或实体共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「正在控制」、「被控制」或「在共同控制之下」）指拥有直接或间接的权力去指令或导致一名人士的管理和政策，不论是通过拥有具表决权证券、订约或其他方式；

「**投资总额**」指相等于发售价乘以投资者股份数目的金额；

「**该等批准**」具有第 6.2(f)条所赋予该词之涵义；

「**联系人/紧密联系人**」具有《上市规则》所赋予该词之涵义；

「**经纪佣金**」指根据费用规则（具有《上市规则》所赋予该词之涵义）第 7(1) 段规定按投资总额的 1.0%计算的每股 H 股经纪佣金；

「**营业日**」指香港持牌银行通常于香港向公众开放办理一般银行业务及香港联交所开放处理证券业务的日子，惟星期六、星期日或香港公众假期除外；

「**中央结算系统**」指由香港中央结算有限公司设立和运营的香港中央结算及交收系统；

「**交易完成**」指根据本协议的条款和条件完成认购投资者股份；

「**《公司条例》**」指《公司条例》（香港法例第 622 章）；

「**《公司（清盘及杂项条文）条例》**」指《公司（清盘及杂项条文）条例》（香港法例第 32 章）；

「**关连人士**」/「**核心关连人士**」具有《上市规则》所赋予该词的涵义；

「**关联关系**」具有《中国证监会备案规则》所赋予该词的涵义及并按照该规则解释；

「**《合约(第三者权利)条例》**」指《合约(第三者权利)条例》（香港法例第 623 章）；

「**控股股东**」，除非文意另有要求，具有《上市规则》所赋予该词之涵义；

「**中国证监会**」指中国证券监督管理委员会；

「**《中国证监会备案规则》**」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》和配套指引则（经不时修订、补充或以其他方式修改）；

「**延迟交付日期**」指，受限于香港公开发售及国际发售的承销协议的签订并成为无条件且未被终止，整体协调人根据第 4.3 条通知投资者的较后日期；

「**处置**」包括（就任何相关股份而言）直接或间接：

(i) 不论直接或间接，且不论有条件或无条件，发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置（包括设立或以协议设立或出售或授出或同意出售或授出任何用以购买的购股权或合约或任何用以购买的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）相关股份或任何其他可转换为或可行使或可交换以获取该等相关股份的证券的任何法定或实益权益，或就相关股份或任何其他可转换为或可行使或可交换该等相关股份的证券的任何法定或实益权益设立任何性质的任何第三方权利，或代表有权获取该等相关股份或就此订立合约；

(ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何实益所有权的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文(i) 及(ii)所述任何交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布有意进行、订立上文(i) 、(ii) 及(iii)所述的任何上述交易，在各种情况下，均不论上文(i) 、(ii) 及 (iii) 所述的任何上述交易是否将以交付相关股份或任何其他可转换为或可行使或可交换以获取该等相关股份的证券、以现金或以其他方式交付，而「处置」亦应据此诠释；

「**会财局**」指香港会计及财务汇报局；

「**FINI**」具有《上市规则》所赋予该词之涵义；

「**全球发售**」具有上述缔约背景 (A) 段所赋予该词的涵义；

「**政府机构**」指任何政府、监管机构或行政组织、董事会、团体、机构或组织、或任何证券交易所、自我监管组织或其他非政府监管机构、或任何法院、司法机构、审裁处或仲裁员，于各情况下均不限国家、中央、省、州、区、市、地方、国内、国外或超国家的相关组织（包括但不限于联交所、证监会及中国证监会）；

「**本集团**」指本公司及本公司的附属公司，或（按文义所指）就本公司成为本公司现时附属公司的控股公司前的期间而言，该等附属公司及由该等附属公司或（视情况而定）本公司的前身公司经营的业务；

「**《新上市申请人指南》**」指联交所刊发的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

「**港元**」指香港的法定货币；

「**香港**」指中国香港特别行政区；

「**香港公开发售**」具有上述缔约背景（A）段所赋予该词之涵义；

「**获弥偿方**」具有第 6.5 条所赋予该词的涵义；

「**国际发售**」具有上述缔约背景（A）段所赋予该词的涵义；

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

「**投资者相关资料**」具有第 6.2(i)条所赋予该词的涵义；

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的 H 股数目，其根据附表一的规定计算并由本公司和整体协调人厘定；

「**法律**」指所有相关司法管辖区的任何政府机构（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、办法、法例、规则、规定、指引、指导、决定、意见、通知、通告、官方指令、要求、命令、判决、法令或裁定；

「**征费**」指投资总额 0.0027%的证监会交易征费（或上市日期当时的交易征费），投资总额 0.00565%的联交所交易费（或上市日期当时的交易费）及投资总额 0.00015%的会财局交易征费（或上市日期当时的交易征费）；

「**上市日期**」指 H 股首次于联交所主板上市的日期；

「**《上市规则》**」指《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、新上市申请人指南、指引及其他规定（经不时修订、补充或以其他方式修改）；

「**禁售期**」具有第 5.1 条赋予该词之涵义；

「**发售价**」指将根据全球发售所发售或出售的 H 股的每股股份最终港元价格（不包括经纪佣金及征费），将由整体协调人（代表全球发售下的承销商）及本公司就全球发售而厘定（不包括经纪佣金、费用及征费），发售股份将根据全球发售按此价格发售；

「**超额配股权**」具有国际发售通函所赋予该词之涵义；

「**整体协调人**」指本公司就其申请以全球发售的方式将其股份于联交所主板上市而不时委任的整体协调人 （除非文意另有所指）；

「**订约方**」指本协议的合约一方或各方；

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

「**初步发售通函**」指预期由本公司就国际发售向潜在投资者（包括投资者）发出的初步发售通函及其任何补充文件，并经不时修订或补充；

「**专业投资者**」具有《证券及期货条例》附表 1 第 1 部赋予该词之涵义；

「**招股章程**」指本公司将就香港公开发售在香港刊发的最终招股章程；

「**公开文件**」指本公司将就国际发售刊发的初步发售通函及国际发售通函、就香港公开发售在香港的招股章程及正式通知，以及本公司就全球发售可能刊发的该等其他文件及公告，其分别各自经不时修订或补充；

「**监管机构**」具有第 6.2(i)条所赋予该词之涵义；

「**相关股份**」指投资者根据本协议认购的投资者股份，及因任何供股、资本化发行或其他形式之资本重组（不论该等交易是否以现金或其他方式结算）而衍生的任何本公司股份或其他证券或权益；

「**《证券法》**」指经修订的 1933 年《美国证券法》（United States Securities Act of 1933）；

「**证监会**」指香港证券及期货事务监察委员会；

「**《证券及期货条例》**」指《证券及期货条例》（香港法例第 571 章）；

「**H 股**」指本公司股本中每股面值人民币 1 元的普通股，将以港币交易并拟在联交所上市；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有《公司条例》所赋予该词之涵义；

「**美国**」指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有《证券法》S 规例（Regulation S）所赋予该词之涵义。

1.2 除非文意另有所指，在本协议中:

(a) 对「**条款**」、「**分款**」或「**附表**」的提述均指对本协议的条款或分款或附表的提述；

(b) 索引、条款及附表标题仅供参考，不得影响本协议的解释；

(c) 上述缔约背景及附表构成本协议的组成部分并具有相同的效力和作用，如同本协议正文所明确载明者，对本协议的任何提述应包括上述缔约背景及附表；

(d) 单数应包括复数，反之亦然；指代一个性别的单词应包括另一性别；

(e) 对本协议或其他文书的提述包括对本协议或其他文书的任何更改或取替；

(f) 对法规、法定条文、规定或规则的提述包括对下列的提述：

(i) 不时合并、修订、补充、修改、重新制定或由任何法规、法定条文、规定或规则取代的法规或条文；

(ii) 任何该法规、法定条文、规定或规则所废除并重新订立的法规或条文（无论有否修改）；及

(iii) 任何按该法规或法定条文所订立的附属法例；

(g) 除非另有指明，否则凡提述时间及日期均为香港时间及日期的提述；

(h) 对「**公司**」的提述应诠释为包括于任何时间及以任何形式注册成立或成立的任何公司、法团或其他法人团体；

(i) 对「**人士**」的提述包括提述个人、企业、公司、法人团体、非法团组织或机构、政府、国家或国家机构、合资企业、协会或合伙企业（不论是否具有独立的法人资格）；

(j) 对「**包括**」的提述应解释为包括但不限于；

(k) 有关香港以外任何司法管辖区的任何诉讼、弥偿、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事物的任何法律词汇的提述，均被视为包括于该司法管辖区与香港有关法律词汇最相近的法律词汇。

2. 投资

2.1 在满足下文第 3 条所述条件（或由各订约方豁免，但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免）后及按照本协议的条款和条件：

(a) 根据及作为国际发售的一部分，并通过整体协调人及/或彼等之联属人士以国际发售相关部分的国际承销商之代表身份，投资者将按发售价认购投资者股份，而本公司将按发售价发行、分配及配售且整体协调人将分配及/或交付(视乎情况而定)或安排分配及/或交付(视乎情况而定)投资者股份予投资者；及

(b) 投资者须就投资者股份根据第 4.2 条支付投资总额、经纪佣金及征费。

2.2 投资者可在不迟于上市日期前三个营业日选择以书面通知本公司、整体协调人及独家保荐人，通过投资者之全资附属公司认购投资者股份，该全资附属公司为专业投资者且 (i) 非美国人士；(ii) 位于美国境外；及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份，惟：

(a) 投资者应促使上述全资拥有附属公司在当日向本公司、整体协调人及独家保荐人提供书面确认，以确认其同意受本协议中由投资者所给予的协议、陈述、保证、承诺、承认及确认的约束。上述由投资者所给予的协议、陈述、保证、承诺、承认及确认均被视为由投资者为其自身及上述全资拥有附属公司所作出；及

(b) 投资者 (i) 无条件及不可撤销地向本公司、整体协调人及独家保荐人保证上述全资拥有附属公司及时、准时及认真履行及遵守其在本协议下的全部协定、协议、责任、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺（如投资者根据本协议直接收购投资者股份，则亦适用）；及 (ii) 承诺按照第 6.5 条应各获弥偿方要求全额赔偿各获弥偿方。就凡因投资者全资附属公司违反本协议的协定、协议、责任、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺或与之有关而直接或间接招致、产生或持续的全部损失、损害、索偿、责任、费用及开支。

投资者在本第 2.2 条下的义务构成直接、主要及无条件的义务，在被要求时向本公司、整体协调人及独家保荐人支付任何上述全资拥有附属公司在本协议下需支付的金额，并履行任何上述全资拥有附属公司在本协议下的义务而无需本公司、整体协调人或独家保荐人先行向上述全资拥有附属公司或任何其他人士作出行动。除文意另有规定外，本协议中「投资者」一词应诠释为包括上述全资拥有附属公司。

2.3 本公司及整体协调人（为其本身及全球发售承销商）、独家保荐人可全权酌情决定全部或部分投资者股份按照第 4.3 条于延迟交付日期交付。

2.4 本公司和整体协调人（为其本身及全球发售承销商）将按他们可能同意的方式厘定发售价。投资者股份的实际数目将由本公司及整体协调人根据附表一厘定。除明显错误外，该厘定将为最终定论且对投资者具约束力。

3. 交易完成的前提条件

3.1 根据第 2.1 条由投资者认购以及由本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或致使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务, 仅在以下各条件于交易完成时或之前达成或获豁免（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免）：

(a) 香港公开发售的承销协议和国际发售的承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和，且其所载的所有完成先决条件均已于不晚于该协议中订明的日期及时间达成及成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以豁免或更改），以及任何前述承销协议均未被终止；

(b) 本公司和整体协调人（代表全球发售的承销商）已就全球发售议定发售价；

(c) 联交所上市委员会已批准股份上市及允许 H 股（包括投资者股份及其他适用的豁免及批准）上市及买卖，有关批准、允许或豁免在 H 股开始于联交所买卖前未被撤销；

(d) 任何政府部门未制定或公布任何禁止开展全球发售或本协议所预期的交易的法律，且具有司法管辖权的法院并未作出阻止或禁止开展有关交易的有效命令或强制令；及

(e) 投资者在本协议下的各项陈述、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘本协议日期后 180 天（或本公司、投资者、整体协调人及独家保荐人可能书面约定的其他日期）当日或之前第 3.1 条所载的任何条件未能达成或获豁免（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免），投资者购买投资者股份及本公司和整体协调人发行、分配、配售及/或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议支付的任何款项须不计利息在商业可行的情况下（且无论如何不迟于本协议终止日期起计 30 天内） 退还予投资者，而本协议将告终止并不再具有效力，而本公司、整体协调人及/或独家保荐人的全部义务及责任将告停及终止，惟本协议根据第 3.2 条终止并不损害任何订约方于有关终止时或之前就本协议的条款对其他订约方已存在的权利或责任。为免生疑问，本条款的任何部分不得被诠释为授予投资者权利以使其于截至根据本条款上述日期之期间就其根据本协议各自作出的陈述、保证及承诺及确认的任何违反作出补救。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，或者发售价将会在公开文件中列明的指示性范围内，而倘若全球发售基于任何理由延迟或终止，或不在所预期的日期及时间前完成，又或无法完成，或者发售价不在公开文件中列明的指示性范围内，本公司、整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃基于全球发售基于任何理由不在所预期的日期及时间前完成或无法完成，又或者发售价不在公开文件中列明的指示性范围内而向本公司、及/ 或独家保荐人或彼等各自的联属人士提起任何申索或诉讼的任何权利(如有)。

4. 交易完成

4.1 受第3条及本第4条所规限，投资者将根据及作为全球发售的一部分通过整体协调人（及/或其联属人士）以他们作为国际发售相关部分的国际承销商之代表身份按发售价认购投资者股份。因此，投资者股份将在国际发售完成，或在延迟交付日期 的同时，按本公司及整体协调人（或其联属人士）决定的时间及方式予以认购。受限于本协议的条文，各方承认交易完成应于国际发售完成时或延迟交付日期同时发生（即投资者股份应由投资者认购）。

4.2 投资者须于上市日期前不少于三个营业日香港时间晚上八时正或之前以港元全额支付所有投资者股份的投资总额及相关经纪佣金与征费。投资者须以立即可用的结算资金按应支付款项于同日之价值（不作出任何扣减或抵销）电汇至整体协调人于不迟于上市日期前四(4)个完整营业日书面通知投资者的港元银行账户（相关通知须包括付款账户的详情及投资者根据本协议应付的总金额）。

4.3 倘若整体协调人以其全权酌情决定投资者股份的全部或任何部分之交付应于上市日期之后的日期（「**延迟交付日期**」） 进行，整体协调人须(i)于上市日期前不少于两(2)个营业日以书面通知投资者将延迟交付的投资者股份数目；及(ii)于实际延迟交付日期前不少于两(2)个营业日以书面通知投资者延迟交付日期，惟延迟交付日期不得迟于超额配股权可能获行使的最后日期之后的三(3)个营业日。倘投资者股份将于延迟交付日期交付予投资者，投资者仍应按第 4.2 条就投资者股份支付应支付的款项。

4.4 投资者根据第 4.2 条就投资者股份作出如期支付后，向投资者（或投资者附属公司（视情况而定））交付投资者股份应通过中央结算系统作出，即将投资者股份直接存入中央结算系统中，以计入投资者于不迟于上市日期或根据第 4.3 条决定的延迟交付日期前两(2)个营业日书面通知整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.5 在不损害第 4.3 条之情况下，交付投资者股份及支付投资总额亦可按本公司、整体协调人、独家保荐人及投资者书面议定的任何其他方式进行，但前提是，支付投资总额及交付投资者股份不得迟于可行使超额配股权最后日期之后的三(3)个营业日。

4.6 倘投资总额以及相关经纪佣金及征费（不论全部或部分）未能按本协议规定的时间及方式支付，则本公司、整体协调人及独家保荐人有权以各自的绝对酌情权终止本协议，而在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任将会停止及终止（但不妨碍本公司、整体协调人及独家保荐人因投资者未能履行彼等在本协议项下的义务而针对投资者提出的任何申索）。于任何情况下，投资者应根据第 6.5 条全面承担因投资者未能悉数支付投资总额以及经纪佣金及征费而引致或产生之任何损失及损害，并因此按税后基准，对各获弥偿方因此遭受的任何损失及损害予以悉数弥偿，保护获弥偿方免受其害。

4.7 如果由于本公司、整体协调人及独家保荐人无法控制的情况而阻止或延迟履行本协议项下的义务，则本公司、整体协调人及独家保荐人无需因其未能或延迟履行本协议义务承担责任，且有权终止本协议。该等无法控制的情况包括但不限于天灾、洪水、战争（无论宣战或未宣战）、恐怖主义、宣布国家或国际或地区紧急状态、灾难、危机、经济制裁、爆炸、海啸、地震、火山爆发、火灾、骚乱、叛乱、内乱、流行病或大流行病、疾病爆发或升级、罢工、停工、其他工业行动、严重的运输中断、严重的交通阻滞、政府

运作瘫痪、公共秩序混乱、政治不稳定、敌对行动的威胁或升级、电力或其他供应的普遍故障、飞机碰撞、技术故障、意外或机械或电力故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷以及任何现有或未来法律的变更，或任何现有或未来的政府活动等类似情形。

4.8 如未能符合《上市规则》第 8.08(3)条规定，指在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%，整体协调人及公司有唯一及绝对酌情权调整投资者可购买投资者股份的分配以符合《上市规则》第 8.08(3)条的规定。

5. 投资者限制

5.1 受第 5.3 条所规限下，投资者同意，并向本公司、整体协调人及独家保荐人作出契诺及承诺，在未经本公司、整体协调人及独家保荐人事前书面同意的情况下，投资者不会自上市日期（包含上市日期当日）至上市日期起计满六(6)个月之日期（包含该日）止期间（「**禁售期**」）内的任何时间（不论直接或间接）：(i) 以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益；(ii) 允许自身出现其最终实益拥有人层面的控制权（涵义按证监会颁布的《公司收购、合并及股份回购守则》的定义）变动；或(iii) 订立与于上述交易具有相同经济效果的任何其他交易。

5.2 受限于任何适用法律的规定，于禁售期届满后的任何时候，倘其订立任何出售事项或同意或订约或公开宣布有意订立任何出售事项：

(a) 其须于订立任何该等交易前以事先书面通知的形式知会本公司、独家保荐人及整体协调人；及

(b) 其须尽其最大努力以确保不会导致本公司股份出现市场混乱或造市，并遵守全部适用法律以及各司法权区证券交易所的所有有关证券法例及法规，包括《上市规则》、《公司条例》、《公司（清盘及杂项条文）条例》及《证券及期货条例》。

5.3 第 5.1 条的任何规定并不阻止投资者转让全部或部分相关股份予其任何直接或间接全资附属公司，惟于所有情况下：

(a) 至少提前五(5)个营业日向本公司、独家保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，该证明可按本公司、独家保荐人和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) 在进行该转让之前，该全资附属公司给予书面承诺（以本公司、整体协调人及独家保荐人为受益人，且条款均令本公司、整体协调人及独家保荐人满意）其同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务的约束，包括第 5 条所载对投资者施加的限制，犹如该全资附属公司本身受该等义务及限制的规限，并在该转让之前作出投资者在本协议下的相同承认、确认、承诺、陈述及保证；

(c) 该全资附属公司应被视为已给予与第 6 条中相同的承认、确认、承诺、陈述及保证；

(d) 投资者及投资者的该全资附属公司应被视为所有投资者股份的投资者，并共同及各别承担本协议下的所有责任及义务；

(e) 在禁售期届满前的任何时间，若该全资附属公司即将或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，且无论如何在不再是投资者的全资附属公司之前，将其持有的相关股份全部有效地转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须作出（且投资者承诺促致该附属公司作出）书面承诺（以本公司、整体协调人及独家保荐人为受益人，且条款均令本公司、整体协调人及独家保荐人满意），同意将受投资者于本协议项下的义务约束，包括本第 5 条所载对投资者施加的限制，作出本协议项下相同的承认、确认、承诺、陈述及保证，犹如该全资附属公司本身受限于该等义务及限制，并共同及各别承担本协议下的所有责任及义务；

(f) 全资附属公司为 (i) 非美国人士；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得相关股份。

5.4 投资者同意及承诺，除非取得本公司、整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人于本公司全部已发行股本中拥有的总股权（直接及间接）须低于本公司于任何时候全部已发行股本的 10%（或《上市规则》不时就「主要股东」的定义所订定的其他百分比），而投资者不会于上市日起十二(12)个月内成为《上市规则》所指的本公司核心关连人士，并且投资者及其紧密联系人于本公司已发行股本总额的总持股（直接及间接）不得导致本公司公众（于《上市规则》规定且由联交所解释）持股数量低于《上市规则》第 8.08 条规定的比例或联交所不时同意的其他比例。投资人同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及独家保荐人。

5.5 投资者同意投资者将作为自营投资持有本公司的股本，及在本公司、整体协调人及/或独家保荐人的合理要求下向本公司、整体协调人及独家保荐人提供合理证据，以证明投资者乃作为自营投资于本公司股本中持有股权。投资者不得，及应确保他们的任何控股股东、联系人及其实益拥有人均不会在全球发售的累计投标程序中申请或作出指示以认购 H 股（投资者股份除外）或在香港公开发售中作出 H 股申请。

5.6 投资者及其联属人士、董事、高级人员、雇员或代理概不会与本公司、本公司的控股股东、本集团的任何其他成员或其各自的联属人士及上述各方的联系人、董事、高级人员、雇员或代理订立任何与《上市规则》（《新上市申请人指南》第 4.15 章或由监管机构刊发的书面指引）不一致或相悖的协议或安排（包括补充条款）。

6. 承认、陈述、承诺及保证

6.1 投资者向本公司、整体协调人及独家保荐人分别作出陈述、承认、保证、承诺、同意及确认如下：

(a) 本公司、整体协调人、独家保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合作伙伴及代表概未作出任何陈述或任何保证或承诺，表明全球发售将（在任何特定时限内或是否会）进行或完成，或发售价将处于公开文件所载的指示范围。如果全球发售因任何原因延误、未进行或未完成，或发售价非处于公开文件所载的指示范围，前述人士概不会对投资者负有任何责任；

(b) 本协议、投资者的背景资料及本协议所预期订约方之间的关系及安排须在公开文件及全球发售的其他推广及路演材料中披露，而且公开文件及该等其他推广及路演材料及公告会提述投资者，特别是，本协议将为一份重大合约而须就全球发售被递交予香港监管机构及作为展示文件之一，或根据《公司（清盘及杂项条文）条例》及《上市规则》以其他方式处置；

(c) 根据《上市规则》须向联交所或在 FINI 上提交的有关投资者的资料将与本公司、联交所、证监会及其他必要的监管机构共享，并载列入一份综合承配人名单，该名单将在 FINI 上向整体协调人披露；

(d) 发售价仅由且完全由本公司及整体协调人于路演及累计投标过程后根据全球发售的条款及条件厘定，且未必介乎公开文件订明的指示性发售价范围，投资者并无任何权利对之作出任何反对；

(e) 投资者股份将由投资者通过整体协调人及/或彼等之联属人士（以彼等作为国际发售的国际承销商之代表身份）认购；

(f) 投资者将根据及受限于本公司组织章程大纲及细则或其他组成及宪章文件以及本协议之条款及条件接纳投资者股份；

(g) 投资者股份数目可能会因根据《上市规则》第 18 项应用指引、《新上市申请人指南》第 4.14 章或联交所可能不时批准且适用于本公司之其他百分比对国际发售及香港公开发售之间重新分配 H 股而受影响；

(h) 在接近签订本协议时，或其后的在国际发售完成前的任何时间，本公司、整体协调人及独家保荐人已经或可能作为国际发售的一部份和一个或多个其他投资者签订类似投资的协议；

(i) 投资者股份并未且将不会根据《证券法》或美国任何州份或其他司法管辖区的证券法进行登记，且不可于美国境内或向任何美国人士直接或间接发售、转售、质押或另行转让（根据有效登记声明或获豁免遵守《证券法》的登记规定或有关交易无须依循《证券法》的登记规定则除外），亦不可于任何其他司法管辖区直接或间接发售、转售、质押或另行转让（该司法管辖区的适用法律容许则除外）；

(j) 投资者明白及同意投资者股份的转让仅可根据《证券法》S 规例在美国境外通过「离岸交易」（offshore transaction）（定义见《证券法》S 规例），并根据任何美国州份及任何其他司法管辖区适用的证券法律进行，而代表投资者股份的任何股票应附有备注大致说明上述情况；

(k) 除第 5.3 条规定外，若投资者的全资附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司仍为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(l) 投资者已（及可能于将来）就投资者于投资者股份之投资（及持有投资者股份）收到可能构成重要非公开信息及/或内幕消息（定义见《证券及期货条例》），其：

(i)不得向任何人士披露有关信息（按需知情基准向其联属人士、附属公司、董事、高级人员、雇员、顾问和代表（「**获授权接收人**」）仅作评估投资投资者股份的用途或基于法律要求的情况下披露则除外），直至有关信息在投资者或其任何获授权接收人没有过失的情况下成为公开信息为止；(ii) 尽其最大努力确保根据本第 6.1(l) 条获披露有关信息的获授权接收人不会披露有关信息（按严格的需知情基准向其他获授权接收人披露除外）；及(iii)不会及将尽最大努力确保根据本第 6.1(l) 条获披露有关信息的获授权接收人不会以可能导致违反任何与交易相关美国、香港、中国或其他适用司法管辖区的证券法律（包括内幕交易规定）的形式直接或间接购买、出售或买卖本公司或其联属人士或联系人的股份或其他证券或衍生工具或以其他方式就该等 H 股或证券或衍生工具进行交易；

(m) 以保密基础提供予投资者及/或其代表的本协议、招股章程草拟稿及初步发售通函草拟稿所载的信息，以及任何其他可能已以保密基础提供予投资者及/或其代表的材料（不论书面或口头上的），均不可复制、向任何其他人披露、传阅或散播，且已经提供予投资者的任何其他信息或材料可予更改、更新、修订及完成，投资者在决定是否投资投资者股份时不得依赖有关信息或材料。为免生疑问：

(i) 可能已向投资者及/或其代表提供的招股章程草拟本、初步发售通函草拟本或任何其他材料概不构成在任何不允许邀请、要约或招揽收购、购买或认购任何证券的司法管辖区内邀请、要约或招揽收购、购买或认购任何证券，且可能已向投资者及/或其代表提供的招股章程草拟本、初步发售通函草拟本或任何其他材料（不论书面或口头上的）的任何内容概不构成任何合约或承诺的基础；

(ii) 不得根据可能已向投资者及/或其代表提供的初步发售通函草拟本、招股章程草拟本或任何其他材料（不论书面或口头上的）作出或收到任何认购、收购或购买任何 H 股或其他证券的要约或邀请；及

(iii) 可能已向投资者及/或其代表提供的初步发售通函草拟本、招股章程草拟本或任何其他材料（不论书面或口头上的）可能在本协议签订后作出进一步的修改，投资者不应倚赖该等材料以决定是否就投资者股份作出投资；而投资者同意有关修改（如有）及放弃就与有关修改（如有）相关的权利；

(n) 本协议并不（共同或个别地）构成在美国或在就出售证券作出的要约属违法的任何其他司法管辖区就出售证券作出的要约；

(o) 投资者、其任何联属人士或任何代表其或彼等的人士均未参与或将参与任何针对投资者股份的直接销售努力（directed selling efforts）（根据《证券法》S 规例所赋予的含义)；

(p) 投资者已获提供其视为对评估购买投资者股份的利弊及风险而言属必要或可取的一切信息，并得到机会向本公司、整体协调人或独家保荐人提出有关本公司、投资者股份或其他其视为对评估购买投资者股份的利弊及风险而言属必要或可取的疑问并得到解答，而本公司已向投资者或其代理提供一切投资者或代投资者要求有关投资于投资者股份的文件及资料；

(q) 投资者均承认并同意于作出投资决定时，投资者已及将仅依赖本公司将发出的国际发售通函所载之资料，而非由或代表本公司、整体协调人及/或独家保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士）可能于本协议日期或之前向投资者提供的任何其他资料，而本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士概无就并没有载于国际发售通函内的任何资料或材料的准确性或完整性作出任何陈述或给予任何保证或承诺，且本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士概不就投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士使用或依赖该等资料或材料或者就没有载于国际发售通函的任何资料而向投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士承担任何责任；

(r) 本公司、整体协调人、独家保荐人及其各自的代表人不会就全球发售将会或将在任何特定时期内或将不会进行或完成或发售价处于发售通函或招股说明书所列指示性范围作出任何陈述，亦不作任何此类保证或承诺，亦不会因任何原因而导致全球发售推迟进行、无法进行或未能完成，或发售价未处于发售通函或招股说明书所列指示性范围而对投资者承担任何责任；

(s) 本公司、整体协调人、独家保荐人、其他全球发售承销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合作伙伴及顾问概未就投资者股份或认购、购买或发售投资者股份之利弊，或就本公司或本集团其他成员的业务、营运、前景或状况、财务或其他方面，或就与此有关的任何其他事宜而向投资者作出任何保证、陈述、承诺或建议；且除国际发售通函所提供者外，本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概未就投资者股份或认购、购买或发售投资者股份之利弊，或就本公司或其附属公司的业务、营运、前景或状况、财务或其他方面，或就与此有关的任何其他事宜而向投资者作出任何保证、声明或建议；

(t) 投资者将不会有提名或任命任何董事或管理人员的权利；

(u) 投资者会就其（直接或间接）处置任何投资者为或将（直接或间接）为或招股章程显示为相关股份之实益拥有人的相关股份遵守本协议、《上市规则》及任何适用法律不时之所有适用于投资者的所有限制（如有）；

(v) 于作出本协议项下的投资决定时，投资者已对本公司、本集团及投资者股份以及本协议所载投资者股份认购条款自行进行调查，且已在其认为必要或适宜时获得、参考并依赖其认为必要或适当的独立意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面），或以其他方式已信纳关于投资于投资者股份的税务、监管、财务、金融、会计、法律、货币及其他方面以及投资者投资于投资者股份的合适性，且并未及将无权依赖由或代表本公司或任何整体协调人、独家保荐人、资本市场中介人或其他承销商就全球发售取得或进行之任何意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他意见或告慰（视乎情况而定）。本公司、整体协调人、独家保荐人或彼等各自的联系人、联属

人士、 董事、高级职员、雇员、顾问或代表概不就购买投资者股份或有关买卖投资者股份的任何税务、法律、货币或其他经济或其他后果负责；

(w) 投资者明白投资者股份现时并无公开市场，而本公司、整体协调人及独家保荐人概不保证投资者股份一定会出现公开的市场，且本公司、整体协调人、独家保荐人、国际承销商或其各自的代表人以及参与全球发售的任何其他方均不保证投资者股票将会存在公共或活跃的市场；

(x) 倘全球发售因任何原因而延迟或终止或者无法完成，本公司、整体协调人、独家保荐人或彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表概不会对投资者或其附属公司负责；

(y) 本公司及整体协调人将有绝对酌情更改或调整(i)根据全球发售将予发行的 H 股数目；及(ii) 香港公开发售及国际发售分别将予发行的 H 股数目；

(z) 本公司及整体协调人将有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)条的规定，该规则规定于上市日期由本公司持股量最高的三名公众股东实益拥有的股份不得超过公众持有股份的 50%； 及

(aa) 投资者已同意将于上市日期或根据第 4.5 条可能议定的其他日期香港时间上午八时正或之前支付投资总额以及相关经纪佣金及征费。

6.2 投资者（为其本身及代表其全资附属公司）进一步向本公司、整体协调人及独家保荐人作出陈述、声明、保证、承认、同意、确认及承诺如下：

(a) 投资者根据其注册成立地点的法律正式注册成立并有效存续，并无任何清盘呈请、清盘命令或通过有效的清盘决议案；

(b) 投资者有完全的法律权利、公司权利及授权以拥有、使用、租赁及经营其资产（包括但不限于物业资产），以及按现行方式经营和开展其目前所经营和开展的业务；

(c) 投资者拥有全面权力、授权及能力，且已采取所需的一切行动（包括取得任何政府及监管机构或其他第三方的所有必需的同意、批准及授权），签立及交付本协议、订立及进行本协议项下的交易以及履行本协议项下之义务；

(d) 本协议已获投资者正式授权、签立及交付，并构成合法有效而且对投资者具约束力及可根据本协议的条款对其强制执行；

(e) 投资者已采取并将于本协议有效期内采取一切必要步骤以履行其于本协议项下的义务、 使本协议及本协议项下拟进行的交易具有效力，并遵守所有相关法律；

(f) 已取得所有根据任何适用于投资者的相关法律且投资者根据本协议就认购投资者股份须取得的同意、批准、授权、许可及注册(「**该等批准**」)，且该等批准具十足效力及作用，且没有被视作无效、撤销、撤回或搁置，该等批准概无受任何尚未

达成或履行的先决条件所限制。投资者进一步同意并承诺，如果任何该等批准因任何原因不再具十足效力及作用或被视作无效、被撤销、被撤回或被搁置，则投资者会立即以书面形式通知本公司、独家保荐人及整体协调人；

(g) 投资者签立及交付本协议、履行其于本协议下的义务及认购投资者股份将不会抵触或导致抵触：(i)投资者的组织章程大纲及组织章程细则（或同等章程文件）的任何条文；或(ii) 投资者就本协议下拟议的交易须遵守的任何司法管辖区的法律，或就投资者认购投资者股份适用于投资者的任何司法管辖区的法律；或(iii)投资者参与订立或对其具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府机构的任何判决、命令或判令；

(h) 其并非本公司的联属人士或代表本公司或该联属人士行事之人士；

(i) 其已并将遵守所有司法管辖区与认购投资者股份相关的适用法律，包括直接或间接地通过本公司、整体协调人及/或独家保荐人向或致使或促使向联交所、证监会、中国证监会及／或任何其他政府、公共、金融或监管机构、团体或证券交易所（「**监管机构**」）在任何该等监管机构要求的任何时间内提供在各种情况下按照适用法律规定或任何监管机构不时要求披露的资料，或致使或促使该等资料予以提供，并同意和认可就该等资料的披露。有关资料包括但不限于：(i)投资者及其最终实益拥有人及/或最终负责就认购投资者股份作出指示的人士的身份资料（包括但不限于彼等各自的姓名／名称及注册成立地点）；(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细节、投资者股份的数量、投资总额，以及本协议项下的禁售限制）；(iii)涉及投资者股份的任何掉期合约安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人以及该掉期合约安排或其他金融或投资产品的提供者的身份资料）；及／或(iv)投资者或其实益拥有人及联系人与本公司及其任何股东之间的任何关联关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、整体协调人、独家保荐人或彼等各自的联属人士、董事、高级管理人员、雇员、顾问及代表按照《上市规则》或适用法律的规定或任何相关监管机构的要求下向相关监管机构及／或在任何公开文件或其他公告或文件中披露任何投资者相关资料；

(j) 于作出本协议项下的投资决定时，投资者具备有关金融、投资、财务及业务事宜的知识及经验，以评估信誉、市场及所有其他相关风险的专业知识，即(i)其有能力评估于预期投资投资者股份的利弊、风险并保护其利益；(ii)其有能力承担有关投资的经济风险，包括但不限于完全损失于投资者股份的投资；(iii)其已收到所有其认为就决定是否投资于投资者股份而言属必需或合适的资料，以决定是否投资于投资者股份；及(iv) 其在投资于处于类似发展阶段的公司证券的交易方面具有一定经验；

(k) 投资者认购投资者股份乃为其利益及仅为自身投资目的，并无意进行证券法所指的分销或公开转售该等股份；

(l) 其日常业务为购买或出售股份或债券，或其为专业投资者，而透过订立本协议，其并非任何整体协调人或独家保荐人就本协议项下拟进行之交易的客户；

(m) 其作为当事人为其本身作自行投资认购投资者股份作投资之用，并无考虑分派任何其根据本协议认购的投资者股份，且投资者无权提名任何人士出任本公司董事及高级职员；

(n) 如果投资者于美国境外认购投资者股份，则该认购是以「离岸交易」（定义见《证券法》S 规例）方式进行且投资者并非美国人士；

(o) 投资者认购投资者股份乃获豁免遵守《证券法》的登记规定（或不需符合有关规定）的交易；

(p) 投资者、其联属人士或任何代表其行事之人士均未参与或将会参与任何与 H 股有关的直接销售活动（定义见 S 条例）并其了解于本协议下证券的要约并（共同或个别）不构成对于美国、香港或其他法治管辖区公众的证券出售要约；

(q) 投资者、及其的实益拥有人及/或联系人(i) 均为独立于本公司的第三方；(ii)并非本公司关连人士（定义见《上市规则》）或联系人，而投资者认购/投资者股份将不会导致投资者及其实益拥有人成为本公司的关连人士（定义见《上市规则》）（尽管投资者与任何其他方可能订立（或已订立）本协议提述的任何其他协议之关系），并将于本协议完成后独立于且并非与（就本公司的控制权而言）任何关连人士一致行动（定义见香港《公司收购及合并守则》）；及(iii) 有财务能力履行本协议项下的所有义务；(iv) 并非由(a)本公司任何关连人士（定义见《上市规则》）或(b)本公司 、本公司或其任何附属公司的董事、最高行政人员、控股股东、主要股东或现有股东，或任何该等人士的紧密联系人（定义见《上市规则》），直接或间接融资、资助或支持, 且并无习惯听取及并无听取任何该等关连人士（或该关连人士的联系人）就本公司证券的收购、出售、投票或其他处置作出的任何指示；及(v)与本公司或其任何股东不存在关联关系。亦不会在本公司的“控制”（定义见《公司收购、合并及股份回购守则》）方面与本公司的任何关连人士（或该关连人士的联系人）采取一致行动；

(r) 投资者、其实益拥有人及/或联系人均并非任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售承销商、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」具有《上市规则》附录 F1（股本证券的配售指引）赋予的涵义；

(s) 投资者的账户并非由相关交易所参与者（定义见《上市规则》）按全权管理投资组合协议管理。「全权管理投资组合」一词具《上市规则》附录 F1《股本证券的配售指引》所赋予该词的涵义；

(t) 投资者、其实益持有人，及其各自的联系人都并非本公司的董事（包括在过去 12 个月内的董事）、监事或现有股东或其联系人或上述人士的代名人；

(u) 除非事先书面通知联席保荐人及整体协调人，否则投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单范本中载列的或 FINI 界面或《上市规则》要求就获配售人／承配人披露的任何获配售人／承配人类别（「基石投资者」除外）；或 (b) 根据《上市规则》（包括《上市规则》第 12.08A 条）须在本公司配发结果公告中交待的各类获配售人；

(v) 投资者并未且将不会就分销H股与任何「分销商」（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(w) 投资者认购投资者股份将符合《上市规则》附录 F1（股本证券的配售指引）及《新上市申请人指南》第 4.15 章或任何由监管机构刊发的书面指引所载的规定；

(x) 投资者、其实益拥有人及/或联系人概无获本公司的任何关连人士、或任何整体协调人、独家保荐人、资本市场中介人、或任何其他全球发售承销商的任何一方直接或间接提供资金或支持以在根据本协议认购投资者股份。投资者及其联系人（如有）均独立于且与其他已参与或将参与全球发售的投资者或其任何联系人没有任何关联；

(y) 除本协议所规定者外，投资者并无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺；

(z) 投资者、其实益拥有人及／或联系人概无订立且将不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；及

(aa) 投资者并未获得也无意获得贷款或其他形式的债务融资以履行其在本协议项下的付款义务.

6.3 投资者向本公司、整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的集团公司的描述，以及提供予监管机构及/或本公司、联席保荐人、整体协调人及彼等之联属人士及/或按该等人士或机构要求的所有投资者相关资料，均在所有方面属真实、完整及准确且无误导性。在不损害第 6.1(b) 条的前提下，投资者不可撤销地同意，在本公司、整体协调人及独家保荐人全权认为有必要的情况下，于公开文件以及本公司、整体协调人及/或独家保荐人就全球发售可能发布（或其他人士代表该等人士发布）的推广、路演材料及其他公布内中提述及纳入其名称以及有关本协议的全部或部分描述（包括附表二所载的描述）。投资者承诺尽快提供本公司、整体协调人及/或独家保荐人可能合理要求与其有关、或与其拥有权（包括最终实益拥有权）有关及/或其他事宜的进一步信息及/或支持文件，以确保其遵守适用的公司或证券登记及/或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者谨此同意，于审阅不时提供给投资者将载于公开文件及有关全球发售的其他推广材料之草拟本的关于其及其所属的集团公司的描述，并作出投资者可能合理要求的修订（如有）后，投资者就会被视作已保证有关其及其所属的集团公司的描述均在所有方面属真实、准确及完整且无误导性。

6.4 投资者明白，第 6.1 及 6.2 条所载的声明及承认乃就香港法律及美国证券法等所需要而作出。投资者承认，本公司、整体协调人、独家保荐人、资本市场中介人、承销商、及其各自的附属公司、代理、联属人士及顾问及其他人士将依赖本协议所载投资者的保证、承诺、陈述及承认的真实性、完整性及准确性，且投资者同意，如本协议所载的任何保证、承诺、陈述及承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及独家保荐人。

6.5 投资者同意及承诺，在经要求后，投资者按税后基准对本公司、整体协调人及、独家保荐人、资本市场中介人及全球发售的承销商（为彼等本身及以信托形式代各自之联属人士、任何《证券法》定义下控制其之人士以及各自的高级职员、董事、雇员、员工、联

系人、合作伙伴、代理及代表（统称「**获弥偿方**」））就投资者股份的认购、投资者股份或本协议（包括由投资者或其高级人员、董事、雇员、联属人士、代理、代表、联系人或合作伙伴违反本协议或被指称违反本协议或任何行为或作为或被指称作为或不作为）而可能以任何方式针对任何获弥偿方提起或确立的任何及所有损失、费用、成本、开支、申索、诉讼、负债、行动、法律程序或损害赔偿（无论以何种方式对该获补偿方作出或确立）。及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、费用、损失或开支，全面及有效地以税后基准弥偿获弥偿方，使之免受损害。

6.6 投资者均理解并同意（其中包括）香港及美国法律要求投资者作出保证。投资者均确认本公司、整体协调人及独家保荐人及/或其他人士（包括参与全球发售的其他承销商）及彼等各自的附属公司或代表人将依赖当中所载的投资者保证的真实性、完整性及准确性，且其同意，倘若本协议当中的任何投资者的保证不再为真实、完整及准确或变为具有误导性，将立即书面通知本公司、整体协调人及独家保荐人。

6.7 投资者的保证应被解释为各自的单独保证、陈述及承诺。于第 6 条（视乎情况而言）下作出的承认、确认、陈述、保证及承诺均为单独的承认、确认、陈述、保证或承诺，且须被视为于上市日期 及于延迟交付日期（如适用）有效存续且重复履行，并在本协议的执行后有效存续并直至全球发售完成。

6.8 本公司向投资者声明及保证：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 本协议已被正式授权、执行并送达并构成有效和具约束力的义务，并可根据其条款强制执行；

(c) 其拥有订立及履行本协议下义务的全部权力、授权及能力，及已就此采取所有必要行动；

(d) 于付款后及受第 5.1 条规定的禁售期所限，根据第 4.4 条向投资者交付投资者股份时，该等股份于发行及交付时已缴足股款，不附带所有认购权、留置权、押记、抵押、质押、申索、衡平法上的权利、优先购买权、产权负担及/或其他第三方权利，及与其时已发行并于联交所上市之 H 股具同等地位；

(e) 本公司及其控股股东（定义见《上市规则》）、本集团的任何其他成员及其各自的联属人士、董事、高级职员、雇员及代理概无与投资者或其的联属人士、董事、高级职员、雇员或代理订立任何不符合《上市规则》（包括《新上市申请人指南》第 4.15 章或任何由监管机构刊发的书面指引）的安排或协议（包括任何补充条款）；及

(f) 除本协议规定外，本公司或本集团的任何其他成员，以及其各自的联属人士、董事、高级职员、雇员或代理，均没有与其他政府机构或任何第三方签订任何有关投资者股份的安排、协议或承诺。

6.9 本公司承认、确认及同意，投资者将依赖于国际发售通函所载的资料，而就国际发售通函而言, 投资者与于国际发售中购买 H 股的其他投资者享有相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第 3.2 条或第 4.6 条予以终止；

(b) （即使本协议已有任何相反规定）在投资者在国际发售完成或（如适用）延迟交付日期或之前严重违反本协议（包括投资者（或如有根据第 5.3 条转让投资者股份的情况，持有投资者股份的投资方的全资附属公司）严重违反其在本协议下作出的任何陈述，保证、承诺及确认）的情况下，仅由本公司或仅由整体协调人及独家保荐人个别的予以终止；或

(c) 经本协议所有订约方书面同意于本协议日期至期限届满日期前予以终止。

7.2 倘本协议根据第 7.1 条予以终止，订约方无需履行其在本协议项下各自之义务（下文第 8.1 条所规定的保密义务除外），而订约方在本协议项下的权利及责任（下文第 11 条所规定的 权利除外）应予以终止，且概无订约方可针对任何其他订约方提出申索（惟不损害任何订约方于有关终止时或之前就本协议所载条款的累算权利或对其他订约方的责任。尽管有上述规定，第 6.5 条以及投资者提供的赔偿在本协议终止后仍然有效。

7.3 如果投资者于完成日或延迟交付日期或之前违反第 6 条项下的保证，尽管本协议可能载有相反规定，本公司、独家保荐人及整体协调人应有权解除本协议，而订约方的所有义务将告终止。尽管有上述规定，投资者于本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

8. 公告及保密

8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他订约方事先书面同意，任何订约方均不得披露与本协议或本协议项下的交易或涉及本公司、整体协调人、独家保荐人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何订约方可：

(a) 向联交所、证监会及/或本公司、整体协调人及独家保荐人所相关的监管机构披露本协议，而投资者的背景及本公司与投资者之间的关系可在本公司将刊发之公开文件以及本公司、整体协调人及/或独家保荐人将就全球发售发布的推广、路演材料及其他公布内中进行描述；

(b) 向该订约方的法律顾问、财务顾问、审计师及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理（仅按需要知道的原则）披露本协议，前提是该订约方 (i)须促使其各法律顾问、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务，及 (ii) 对该等法律顾问、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 基于任何相关法律、政府机构或对该订约方有管辖权的机构（包括联交所、证监会及中国证监会））或证券交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为一份重大合约递交给香港公司注册处以作登记

及作为展示文件之一）的要求，或任何主管政府机构的任何具有约束力的判决、命令或要求而披露本协议。

8.2 投资者不得就本协议或任何相关事宜作出其他提述或披露，惟投资者已事先咨询本公司、整体协调人及独家保荐人并获得他们就该披露的原则、形式及内容上的书面同意则除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在刊发之前提供给投资者审阅。投资者须与本公司、整体协调人及独家保荐人通力合作，以确保该等公开文件中与之有关的所有提述均为真实、准确及不具误导性，并应从速向本公司、整体协调人及独家保荐人及彼等之法律顾问提供任何意见及验证文件。

8.4 投资者承诺，就准备任何第 8.1 条所提述需要的披露从速提供一切合理所需之协助（包括但不限于向本公司、整体协调人及独家保荐人提供其可能合理要求与其有关、或与其拥有权（包括最终实益拥有权）有关及/或其他涉及第 8.1 条提述事宜的进一步信息及/或支持文件，配合进行尽职调查），以 (i) 在本协议日期之后更新公开文件中有关投资者的描述；及 (ii) 令本公司、整体协调人及独家保荐人能够遵守适用的公司或证券登记及/或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者应与本公司、独家保荐人及整体协调人合作，以确保该等公开文件中对其的所有提及是真实、完整、准确和无误的，且公开文件中没有遗漏有关其的重大信息，并应及时向本公司、独家保荐人及整体协调人及其各自律师提供任何意见和核查文件。

9. 通知

9.1 本协议下的任何通知均应以英文或中文书面作出，并按第 9.2 条的规定交付至下列地址：

若通知本公司：

地址： 安徽省芜湖市弋江区九华南路 1005 号芜湖海螺国际会议中心
收件人： 董事会

若通知投资者：

地址： 深圳市南山区海德三道 1066 号深创投广场 49 层
收件人： 王国敏
邮箱： gmwang@szvc.com.cn

若通知中信建投（国际）融资有限公司：

地址： 香港中环康乐广场 8 号交易广场二期 18 楼
传真： +852 2180 9495
收件人： Project RiverTown Team
邮箱： Project.RiverTown@csci.hk/Project.RiverTown.ECM@csci.hk

9.2 本协议下任何通知应以专人递送或通过传真或电邮发送或以邮件(邮资已付)寄发。通知如以专人递送，应在交付时视为收到；如通过传真发送，应在收到传送确认时视为收到；如通过电邮发送，除非收到未送达信息，应在传送时视为收到；如通过邮件(邮资

已付)寄发，在未有更早收到的证据的情况下，应在寄出后 48 个小时后（或如通过空邮寄发，则为六日后）视为收到。在非营业日收到的任何通知均应视为在下一个营业日收到。

10. 一般事项

10.1 各订约方确认并声明，本协议已经由其正式授权、签立及交付，并构成其合法，有效及具有约束力的义务，并可根据本协议的条款对其强制执行。除本公司为进行全球发售而可能需要得到的该等同意、批准及授权外，该订约方在履行其在本协议项下的义务时无需公司、股东或其他同意、批准及授权，且各订约方进一步确认其可履行本协议所述的义务。

10.2 本协议所规定的独家保荐人及整体协调人各自的义务属个别义务（而非共同的或共同及个别的义务）。任何独家保荐人或整体协调人概不会就任何其他独家保荐人或整体协调人未能履行本协议项下彼等各自的义务而承担任何责任，且任何其他独家保荐人或整体协调人未能履行本协议项下彼等各自的义务也不影响任何其他独家保荐人或整体协调人行使本协议条款的权利。尽管有上述规定，各独家保荐人及整体协调人有权单独或连同其他独家保荐人或整体协调人行使其于本协议项下的任何或所有权利，惟以适用法律允许者为限。

10.3 本公司及整体协调人为本协议就投资者股份数目及发售价以真诚作出的计算及判断应为最终决定，惟明显错误除外。

10.4 投资者、本公司、整体协调人及独家保荐人应就任何为达到本协议目的或与之有关而需要或可能需要给予第三方任何通知或从第三方获得同意及/或批准通力合作。

10.5 除非经各订约方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签署。

10.7 除非有关订约方另行书面同意，否则各订约方应各自承担与本协议有关的法律及专业费用、成本及开支，惟因本协议中拟进行的任何交易产生的印花税应由相关转让人/卖方及相关受让人/买方平均摊分承担。

10.8 时间是本协议的关键要素，惟本协议中提及的任何时间、日期或期间可经各订约方书面协议后予以延长。

10.9 除非经各订约方书面同意终止，本协议的所有条文在其可履行或遵守的情况下，即使按照第 4 条交易完成，仍然具有十足效力及作用，惟已经履行的事项除外。

10.10 除投资者订立的保密协议外，本协议构成各订约方就投资者投资于本公司的全部协议及理解。 本协议取代之前所有有关主体事项的承诺、担保、保证、声明、通讯、谅解及协议，不论是经书面或口头作出。

10.11 在本第 10.11 条另有规定的范围内，非本协议订约方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，惟此并不影响第三方现有或属第三者合约（第三者权利）条例外的任何权利或补救措施：

(a) 获弥偿方可以强制执行并依赖第 6.5 条，犹如彼等为本协议的订约方。

(b) 本协议可在未经第 10.11(a) 条所述人士同意的情况下被终止或撤销，而本协议任何条款可在未经第 10.11(a) 条所述人士同意的情况下被修订、变更或豁免。

10.12 整体协调人及独家保荐人有权并谨此获授权以其认为合适的方式及条款将其全部或任何相关权利、职责、权力及酌情权转授予其任何一名或多名联属人士（无论是否办妥正式手续及毋须就有关转授另行通知本公司或投资者）。尽管有任何有关转授，有关整体协调人或独家保荐人应对依据本第 10.12 条规定委以相关权利、职责、权力及酌情权的任何联属人士的所有作为及不作为负责。

10.13 某订约方延误或无法行使或强制执行（全部或部分）本协议或法律上所赋予的任何权利不得作为解除或豁免或以任何方式限制该订约方进一步行使或执行该或其他权利的能力，透过单独或部分行使任何此类权利或补救措施亦不得妨碍任何其他或进一步行使该权利或补救措施，或行使任何其他权利或补救措施。本协议规定的权利、权力及补救措施属累积性，并不排除任何不论是依据法律或以其他情况所赋予的权利、权力及补救措施。除非豁免以书面形式作出且由被请求豁免的订约方签署，否则就本协议任何条款的违反给予的豁免均不具效力，条款亦未隐含有关豁免。

10.14 倘本协议的任何条款于任何时候在任何司法管辖区的法律下在任何方面属或变得不和法、无效或不可强制执行，这情况不得影响或损害：

(a) 本协议的任何其他条款在该司法管辖区内的合法性、有效性或可强制执行性；或

(b) 本协议的该条款或任何其他条款于任何其他司法管辖区法律的合法性、有效性或可强制执行性。

10.15 本协议对订约方及彼等各自之继承人、遗嘱执行人、遗产管理人、继承人及获许可的受让人具有约束力，亦仅有利于该等人士。任何其他人士概不得根据或凭借本协议取得或拥有任何权利。除为内部重组的目的外，订约方不得转移或转让本协议下的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。

10.16 在不损害向投资者就其他订约方遭受的所有损失及损害提出索偿的权利的情况下，倘若在上市日期或延迟交付日期（如适用）或之前，投资者违反任何保证，即使本协议有任何相反规定，本公司、整体协调人及独家保荐人应有撤销本协议的权利，而各订约方在本协议项下的所有义务应即时终止。

10.17 各订约方向其他订约方承诺其会促使签立及履行其他需要的文件及行动，及促使该等文件及行动的签立及履行，以令本协议的条款生效。

11. 管限法律及司法管辖权

11.2 本协议及各订约方之间的关系应受香港法例管辖并按照香港法例解释。

11.3 因本协议引起或与本协议有关的任何纠纷、争议或申索，或本协议的违反、终止或失效，均应根据提交仲裁申请当日生效的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地点应为香港，应有三名仲裁员，仲裁程序应以中文进行。仲裁庭的判决和裁决属最终判决

和裁决，对各订约方具有约束力，可以在任何具有管辖权的法院登录及执行，而各订约方不可撤回及无条件地放弃向司法当局作出任何形式的上诉、复核或追索的权利（在其可有效地放弃权利的前提下）。尽管有上述规定，在任命仲裁庭之前，各订约方有权寻求具有管辖权的法院的临时强制性济助或其他临时济助。在不影响国家法院管辖下可能提供的临时补救措施的情况下，仲裁庭应有充分的权力授予临时补救措施或命令订约方请求法院修改或撤销法院所颁令的临时或初步救济，并就任何一方未能遵守仲裁庭的命令作出损害赔偿的判决。

12. 豁免权

12.1 如果在任何司法管辖区的任何诉讼程序（包括仲裁程序）中，投资者（基于主权或刑事法或其他方式）拥有或可申请为其自身或其资产、财产或收入针对以下各项的任何豁免权：任何法律行动、起诉、诉讼程序或其他法律程序（包括仲裁程序），抵销或反诉、任何法院的管辖权、法律程序文件送达、因任何判决、裁定、决定、判令或裁决（包括任何仲裁裁决）被扣押或辅助执行扣押、或为给予任何救济或执行任何判决、裁定、决定、判令或裁决（包括任何仲裁裁决）而进行的其他法律行动、起诉、或诉讼程序，或者在任何此类诉讼程序中存在可能归于其自身或其资产、财产或收入的任何有关豁免（无论是否要求取得），投资人均在此不可撤回及无条件地放弃并同意不就任何该等诉讼程序申请或要求取得任何该等豁免。

13. 法律程序文件代理人

13.1 投资者不可撤销地委任余化良(Unit No,2909 on 29/F of West Tower,Shun Tak Centre,Nos,168-200 Connaught Road Central Hong Kong）为其并代表其收取在香港收取送达的法律程序文件。交付予该法律程序文件代理人时应视为已完成送达有关法律程序文件（不论法律程序文件是否转寄至投资者或投资者是否收到该法律程序文件）。

13.2 倘因任何理由，法律程序文件代理人不再能够担任法律程序文件代理人或不再拥有香港地址，投资者不可撤回地同意委任一家本公司、整体协调人及独家保荐人均可以接受的替代法律程序文件代理人，并在该委任后 30 天内向本公司、整体协调人及独家保荐人交付新法律程序文件代理人接受委任书的副本。

14. 对应本

14.1 本协议可以任何数量的对应本签立，并由各订约方以单独的对应本签立。各对应本均为原件，但所有对应本应共同构成一分相同的文书。通过电子邮件附件(PDF)或传真印件交付本协议签名页的对应本为有效的交付方式。

兹证明，由各订约方的正式授权签字人于首页所载日期签立本协议。

代表：
安徽海螺材料科技股份有限公司

签署人：

姓名：

职位：

代表：

SCGC Capital Holding Company Limited (SCGC 资本控股有限公司)

签署：

For and on behalf of
SCGC Capital Holding Company Limited
SCGC 資本控股有限公司

Authorized Signature(s)

姓名：朱化良

职位：董事

代表：

中信建投（国际）融资有限公司

签署人:

Zhao Xin

姓名：赵鑫
职位：执行董事

附表一

投资者股份

投资者股份数目

投资者股份的数目应相当于(1) 50,000,000 港元（包括投资者将就投资者股份支付的经纪佣金及征费），除以 (2) 发售价（向下调整至最接近 1,000 股股份的整数每手买卖单位）。

根据《上市规则》第 18 项应用指引第 4.2 段、《新上市申请人指南》第 4.14 章及联交所给予的豁免（如有），倘若香港公开发售股份超额认购，投资者根据本协议认购的投资者股份数目或会受国际发售及香港公开发售之间的重新分配影响。倘若股份在香港公开发售的总需求出现在本公司最终版招股章程中「全球发售架构 – 香港公开发售 – 重新分配」 一节所载之情况，则投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。

附表二

投资者详情

投资者： SCGC CAPITAL HOLDING COMPANY LIMITED (SCGC 资本控股有限公司) (“SCGC”)

注册成立地点：	British Virgin Islands
注册成立证书编号：	1063924
商业登记号码：	不适用
法人实体识别号码：	不适用
营业地址及电话号码及联络人：	RM 2909, SHUN TAK CTR WEST TOWER 200 CONNAUGHT RD CENTRAL SHEUNG WAN 13902454181 余化良
主要业务：	投资/资产管理
最终控股股东：	深圳市创新投资集团有限公司
最终控股股东的注册成立地点：	深圳市南山区粤海街道海珠社区海德三道 1066 号深创投广场 5201
最终控股股东的商业登记号码及法人实体识别号码：	91440300715226118E
最终控股股东的主要业务：	投资/资产管理
股东及持有权益：	100%
在招股章程中就投资者的描述（包括背景资料）：	SCGC 为一间于英属处女群岛注册成立的有限公司及为一间投资控股公司，由创新资本（香港）有限公司（「创新资本（香港）」）及深圳市创新投资集团有限公司（「深圳创新投资集团」）拥有，而创新资本（香港）由深圳市创新投资集团有限公司（「深圳创新投资集团」）全资拥有。深圳创新投资集团由(i)深圳市人民政府国有资产监督管理委员会通过其全资附属公司直接及间接持有约 46.63%；(ii)深

州市星河房地产开发有限公司持有约20.00%；(iii)上海大众公用事业（集团）股份有限公司（一间于中国上海证券交易所（股份代号：600635）及联交所（股份代号：1635）上市的公司）持有约 10.80%；(iv)深圳能源集团股份有限公司（一间于中国深圳证券交易所上市的公司（股份代号：000027））持有约5.03%；(v)深圳市立业集团有限公司（一间于中国成立的公司，该公司由一名人士拥有约 99.9%以及另一名人士持有约0.1%）持有约 4.89%；(vi)七匹狼控股集团股份有限公司（一间于中国成立的公司，该公司由福建七匹狼集团有限公司及三名人士拥有约 82.86%、5.71%、5.71%及5.71%）持有约4.89%；(vii)广东电力发展股份有限公司（一间于中国深圳证券交易所上市的公司（股份代号：000539））持有约 3.67%；(viii)深圳市福田区国有资产监督管理委员会通过其全资附属公司间接持有约 2.44%；(ix)广深铁路股份有限公司（一间于中国上海证券交易所（股份代号：601333）、美利坚合众国纽约证券交易所（股份代号：GSH）及联交所（股份代号：525）上市的公司）持有约1.40%；及(x)中兴通讯股份有限公司（一间于中国深圳证券交易所（股份代号：000063）及联交所（股份代号：763）上市 的公司）持有约 0.23%。深圳创新投资集团为一间于一九九九年在中国成立的风险投资有限公司，最初由深圳市政府及其他私人合作伙伴共同创立。其主要从事对创新技术及新兴行业企业的风险投资，以及对包括教育、资讯科技、制造业、消费产品、物流、生物医药以及能源及环境在内的各类行业的投资。

所属投资者类别（为需在联交所的 FINI 承配人名单范本中载列的或就有关获配售人／承配人需在 FINI 界面披露的类别）：

基石投资者

订立日期：**2024** 年 **12** 月 **27** 日

安徽海螺材料科技股份有限公司

广东纵行科技有限公司

及

中信建投（国际）融资有限公司

基石投资协议

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本协议于 **2024** 年 **12** 月 **27** 日订立

订约方：

(1) **安徽海螺材料科技股份有限公司**，一家在中国注册成立的股份有限公司，注册地址位于中国安徽省芜湖市皖江江北新兴产业集中区（除托管区域外）通江大道南侧 150 米芜湖市江北新区建设指挥部 G 区 1-301 号（「**本公司**」）；

(2) **广东纵行科技有限公司**，一家在中国注册成立的公司，注册地址位于中山市翠亨新区香山大道 34 号创新中心厂房 B 栋 1 楼 A 区（「**投资者**」）；及

(3) **中信建投（国际）融资有限公司**，一家在香港注册成立的公司，注册地址位于香港中环康乐广场 8 号交易广场二期 18 楼（「**中信建投**」或「**独家保荐人**」）。

鉴于下述缔约背景：

(A) 本公司正申请以全球发售(「**全球发售**」)的方式将其股份于联交所(定义见下文)主板上市，全球发售包括：

(i) 本公司在香港公开发售 14,498,000 股 H 股（定义见下文）以供公众认购（「**香港公开发售**」）；及

(ii) 根据《证券法》（定义见下文）S 规例（Regulation S）在美国境外（包括向香港的专业和机构投资者配售）有条件配售 130,476,000 股 H 股（「**国际发售**」）。

(B) 就全球发售而言，中信建投担任独家保荐人及整体协调人。

(C) 作为国际发售的一部分，投资者有意根据本协议所载条款及条件透过整体协调人或其联属人士（如有）（作为国际发售相关部分的承销商）认购投资者股份（定义见下文）。

各订约方达成以下协议：

1. 定义及释义

1.1 在本协议（包括上述缔约背景及附表）中，除非文意另有所指，下述各词语及表述具有下述涵义:

「**联属人士**」就特定个人或实体而言，除非文意另有所指，指直接或间接通过一个或多个中介，控制该个人或实体，或受该个人或实体控制，或与该个人或实体共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「正在控制」、「被控制」或「在共同控制之下」）指拥有直接或间接的权力去指令或导致一名人士的管理和政策，不论是通过拥有具表决权证券、订约或其他方式；

「**投资总额**」指相等于发售价乘以投资者股份数目的金额；

「**该等批准**」具有第 6.2(f)条所赋予该词之涵义；

「**联系人/紧密联系人**」具有《上市规则》所赋予该词之涵义；

「**经纪佣金**」指根据费用规则（具有《上市规则》所赋予该词之涵义）第 7(1) 段规定按投资总额的 1.0%计算的每股 H 股经纪佣金；

「**营业日**」指香港持牌银行通常于香港向公众开放办理一般银行业务及香港联交所开放处理证券业务的日子，惟星期六、星期日或香港公众假期除外；

「**中央结算系统**」指由香港中央结算有限公司设立和运营的香港中央结算及交收系统；

「**交易完成**」指根据本协议的条款和条件完成认购投资者股份；

「**《公司条例》**」指《公司条例》（香港法例第 622 章）；

「**《公司（清盘及杂项条文）条例》**」指《公司（清盘及杂项条文）条例》（香港法例第 32 章）；

「**关连人士**」/「**核心关连人士**」具有《上市规则》所赋予该词的涵义；

「**关联关系**」具有《中国证监会备案规则》所赋予该词的涵义及并按照该规则解释；

「**《合约(第三者权利)条例》**」指《合约(第三者权利)条例》（香港法例第 623 章）；

「**控股股东**」，除非文意另有要求，具有《上市规则》所赋予该词之涵义；

「**中国证监会**」指中国证券监督管理委员会；

「**《中国证监会备案规则》**」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》和配套指引则（经不时修订、补充或以其他方式修改）；

「**延迟交付日期**」指，受限于香港公开发售及国际发售的承销协议的签订并成为无条件且未被终止，整体协调人根据第 4.3 条通知投资者的较后日期；

「**处置**」包括（就任何相关股份而言）直接或间接：

(i) 不论直接或间接，且不论有条件或无条件，发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置（包括设立或以协议设立或出售或授出或同意出售或授出任何用以购买的购股权或合约或任何用以购买的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）相关股份或任何其他可转换为或可行使或可交换以获取该等相关股份的证券的任何法定或实益权益，或就相关股份或任何其他可转换为或可行使或可交换该等相关股份的证券的任何法定或实益权益设立任何性质的任何第三方权利，或代表有权获取该等相关股份或就此订立合约；

(ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何实益所有权的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文(i) 及(ii)所述任何交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布有意进行、订立上文(i) 、(ii) 及(iii)所述的任何上述交易，在各种情况下，均不论上文(i) 、(ii) 及 (iii) 所述的任何上述交易是否将以交付相关股份或任何其他可转换为或可行使或可交换以获取该等相关股份的证券、以现金或以其他方式交付，而「处置」亦应据此诠释；

「**会财局**」指香港会计及财务汇报局；

「**FINI**」具有《上市规则》所赋予该词之涵义；

「**全球发售**」具有上述缔约背景 (A) 段所赋予该词的涵义；

「**政府机构**」指任何政府、监管机构或行政组织、董事会、团体、机构或组织、或任何证券交易所、自我监管组织或其他非政府监管机构、或任何法院、司法机构、审裁处或仲裁员，于各情况下均不限国家、中央、省、州、区、市、地方、国内、国外或超国家的相关组织（包括但不限于联交所、证监会及中国证监会）；

「**本集团**」指本公司及本公司的附属公司，或（按文义所指）就本公司成为本公司现时附属公司的控股公司前的期间而言，该等附属公司及由该等附属公司或（视情况而定）本公司的前身公司经营的业务；

「**《新上市申请人指南》**」指联交所刊发的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

「**港元**」指香港的法定货币；

「**香港**」指中国香港特别行政区；

「**香港公开发售**」具有上述缔约背景（A）段所赋予该词之涵义；

「**获弥偿方**」具有第 6.5 条所赋予该词的涵义；

「**国际发售**」具有上述缔约背景（A）段所赋予该词的涵义；

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

「**投资者相关资料**」具有第 6.2(i)条所赋予该词的涵义；

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的 H 股数目，其根据附表一的规定计算并由本公司和整体协调人厘定；

「**法律**」指所有相关司法管辖区的任何政府机构（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、办法、法例、规则、规定、指引、指导、决定、意见、通知、通告、官方指令、要求、命令、判决、法令或裁定；

「**征费**」指投资总额 0.0027%的证监会交易征费（或上市日期当时的交易征费），投资总额 0.00565%的联交所交易费（或上市日期当时的交易费）及投资总额 0.00015%的会财局交易征费（或上市日期当时的交易征费）；

「**上市日期**」指 H 股首次于联交所主板上市的日期；

「**《上市规则》**」指《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、新上市申请人指南、指引及其他规定（经不时修订、补充或以其他方式修改）；

「**禁售期**」具有第 5.1 条赋予该词之涵义；

「**发售价**」指将根据全球发售所发售或出售的 H 股的每股股份最终港元价格（不包括经纪佣金及征费），将由整体协调人（代表全球发售下的承销商）及本公司就全球发售而厘定（不包括经纪佣金、费用及征费），发售股份将根据全球发售按此价格发售；

「**超额配股权**」具有国际发售通函所赋予该词之涵义；

「**整体协调人**」指本公司就其申请以全球发售的方式将其股份于联交所主板上市而不时委任的整体协调人 （除非文意另有所指）；

「**订约方**」指本协议的合约一方或各方；

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

「**初步发售通函**」指预期由本公司就国际发售向潜在投资者（包括投资者）发出的初步发售通函及其任何补充文件，并经不时修订或补充；

「**专业投资者**」具有《证券及期货条例》附表 1 第 1 部赋予该词之涵义；

「**招股章程**」指本公司将就香港公开发售在香港刊发的最终招股章程；

「**公开文件**」指本公司将就国际发售刊发的初步发售通函及国际发售通函、就香港公开发售在香港的招股章程及正式通知，以及本公司就全球发售可能刊发的该等其他文件及公告，其分别各自经不时修订或补充；

「**监管机构**」具有第 6.2(i)条所赋予该词之涵义；

「**相关股份**」指投资者根据本协议认购的投资者股份，及因任何供股、资本化发行或其他形式之资本重组（不论该等交易是否以现金或其他方式结算）而衍生的任何本公司股份或其他证券或权益；

「**《证券法》**」指经修订的 1933 年《美国证券法》（United States Securities Act of 1933）；

「**证监会**」指香港证券及期货事务监察委员会；

「**《证券及期货条例》**」指《证券及期货条例》（香港法例第 571 章）；

「**H 股**」指本公司股本中每股面值人民币 1 元的普通股，将以港币交易并拟在联交所上市；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有《公司条例》所赋予该词之涵义；

「**美国**」指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有《证券法》S 规例（Regulation S）所赋予该词之涵义。

1.2 除非文意另有所指，在本协议中:

(a) 对「**条款**」、「**分款**」或「**附表**」的提述均指对本协议的条款或分款或附表的提述；

(b) 索引、条款及附表标题仅供参考，不得影响本协议的解释；

(c) 上述缔约背景及附表构成本协议的组成部分并具有相同的效力和作用，如同本协议正文所明确载明者，对本协议的任何提述应包括上述缔约背景及附表；

(d) 单数应包括复数，反之亦然；指代一个性别的单词应包括另一性别；

(e) 对本协议或其他文书的提述包括对本协议或其他文书的任何更改或取替；

(f) 对法规、法定条文、规定或规则的提述包括对下列的提述：

(i) 不时合并、修订、补充、修改、重新制定或由任何法规、法定条文、规定或规则取代的法规或条文；

(ii) 任何该法规、法定条文、规定或规则所废除并重新订立的法规或条文（无论有否修改）；及

(iii) 任何按该法规或法定条文所订立的附属法例；

(g) 除非另有指明，否则凡提述时间及日期均为香港时间及日期的提述；

(h) 对「**公司**」的提述应诠释为包括于任何时间及以任何形式注册成立或成立的任何公司、法团或其他法人团体；

(i) 对「**人士**」的提述包括提述个人、企业、公司、法人团体、非法团组织或机构、政府、国家或国家机构、合资企业、协会或合伙企业（不论是否具有独立的法人资格）；

(j) 对「**包括**」的提述应解释为包括但不限于；

(k) 有关香港以外任何司法管辖区的任何诉讼、弥偿、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事物的任何法律词汇的提述，均被视为包括于该司法管辖区与香港有关法律词汇最相近的法律词汇。

2. 投资

2.1 在满足下文第 3 条所述条件（或由各订约方豁免，但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免）后及按照本协议的条款和条件：

(a) 根据及作为国际发售的一部分，并通过整体协调人及/或彼等之联属人士以国际发售相关部分的国际承销商之代表身份，投资者将按发售价认购投资者股份，而本公司将按发售价发行、分配及配售且整体协调人将分配及/或交付(视乎情况而定)或安排分配及/或交付(视乎情况而定)投资者股份予投资者；及

(b) 投资者须就投资者股份根据第 4.2 条支付投资总额、经纪佣金及征费。

2.2 投资者可在不迟于上市日期前三个营业日选择以书面通知本公司、整体协调人及独家保荐人，通过投资者之全资附属公司认购投资者股份，该全资附属公司为专业投资者且 (i) 非美国人士；(ii) 位于美国境外；及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份，惟：

(a) 投资者应促使上述全资拥有附属公司在当日向本公司、整体协调人及独家保荐人提供书面确认，以确认其同意受本协议中由投资者所给予的协议、陈述、保证、承诺、承认及确认的约束。上述由投资者所给予的协议、陈述、保证、承诺、承认及确认均被视为由投资者为其自身及上述全资拥有附属公司所作出；及

(b) 投资者 (i) 无条件及不可撤销地向本公司、整体协调人及独家保荐人保证上述全资拥有附属公司及时、准时及认真履行及遵守其在本协议下的全部协定、协议、责任、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺（如投资者根据本协议直接收购投资者股份，则亦适用）；及 (ii) 承诺按照第 6.5 条应各获弥偿方要求全额赔偿各获弥偿方。就凡因投资者全资附属公司违反本协议的协定、协议、责任、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺或与之有关而直接或间接招致、产生或持续的全部损失、损害、索偿、责任、费用及开支。

投资者在本第 2.2 条下的义务构成直接、主要及无条件的义务，在被要求时向本公司、整体协调人及独家保荐人支付任何上述全资拥有附属公司在本协议下需支付的金额，并履行任何上述全资拥有附属公司在本协议下的义务而无需本公司、整体协调人或独家保荐人先行向上述全资拥有附属公司或任何其他人士作出行动。除文意另有规定外，本协议中「投资者」一词应诠释为包括上述全资拥有附属公司。

2.3 本公司及整体协调人（为其本身及全球发售承销商）、独家保荐人可全权酌情决定全部或部分投资者股份按照第 4.3 条于延迟交付日期交付。

2.4 本公司和整体协调人（为其本身及全球发售承销商）将按他们可能同意的方式厘定发售价。投资者股份的实际数目将由本公司及整体协调人根据附表一厘定。除明显错误外，该厘定将为最终定论且对投资者具约束力。

3. 交易完成的前提条件

3.1 根据第 2.1 条由投资者认购以及由本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或致使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务，仅在以下各条件于交易完成时或之前达成或获豁免（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免）：

(a) 香港公开发售的承销协议和国际发售的承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和，且其所载的所有完成先决条件均已于不晚于该协议中订明的日期及时间达成及成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以豁免或更改），以及任何前述承销协议均未被终止；

(b) 本公司和整体协调人（代表全球发售的承销商）已就全球发售议定发售价；

(c) 联交所上市委员会已批准股份上市及允许 H 股（包括投资者股份及其他适用的豁免及批准）上市及买卖，有关批准、允许或豁免在 H 股开始于联交所买卖前未被撤销；

(d) 任何政府部门未制定或公布任何禁止开展全球发售或本协议所预期的交易的法律，且具有司法管辖权的法院并未作出阻止或禁止开展有关交易的有效命令或强制令；及

(e) 投资者在本协议下的各项陈述、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘本协议日期后 180 天（或本公司、投资者、整体协调人及独家保荐人可能书面约定的其他日期）当日或之前第 3.1 条所载的任何条件未能达成或获豁免（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免），投资者购买投资者股份及本公司和整体协调人发行、分配、配售及/或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议支付的任何款项须不计利息在商业可行的情况下（且无论如何不迟于本协议终止日期起计 30 天内） 退还予投资者，而本协议将告终止并不再具有效力，而本公司、整体协调人及/或独家保荐人的全部义务及责任将告停及终止，惟本协议根据第 3.2 条终止并不损害任何订约方于有关终止时或之前就本协议的条款对其他订约方已存在的权利或责任。为免生疑问，本条款的任何部分不得被诠释为授予投资者权利以使其于截至根据本条款上述日期之期间就其根据本协议各自作出的陈述、保证及承诺及确认的任何违反作出补救。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，或者发售价将会在公开文件中列明的指示性范围内，而倘若全球发售基于任何理由延迟或终止，或不在所预期的日期及时间前完成，又或无法完成，或者发售价不在公开文件中列明的指示性范围内，本公司、整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃基于全球发售基于任何理由不在所预期的日期及时间前完成或无法完成，又或者发售价不在公开文件中列明的指示性范围内而向本公司、及/ 或独家保荐人或彼等各自的联属人士提起任何申索或诉讼的任何权利(如有)。

4. 交易完成

4.1 受第3条及本第4条所规限，投资者将根据及作为全球发售的一部分通过整体协调人（及/或其联属人士）以他们作为国际发售相关部分的国际承销商之代表身份按发售价认购投资者股份。因此，投资者股份将在国际发售完成，或在延迟交付日期的同时，按本公司及整体协调人（或其联属人士）决定的时间及方式予以认购。受限于本协议的条文，各方承认交易完成应于国际发售完成时或延迟交付日期同时发生（即投资者股份应由投资者认购）。

4.2 投资者须于上市日期前不少于三个营业日香港时间晚上八时正或之前以港元全额支付所有投资者股份的投资总额及相关经纪佣金与征费。投资者须以立即可用的结算资金按应支付款项于同日之价值（不作出任何扣减或抵销）电汇至整体协调人于不迟于上市日期前四(4)个完整营业日书面通知投资者的港元银行账户（相关通知须包括付款账户的详情及投资者根据本协议应付的总金额）。

4.3 倘若整体协调人以其全权酌情决定投资者股份的全部或任何部分之交付应于上市日期之后的日期（「**延迟交付日期**」） 进行，整体协调人须(i)于上市日期前不少于两(2)个营业日以书面通知投资者将延迟交付的投资者股份数目；及(ii)于实际延迟交付日期前不少于两(2)个营业日以书面通知投资者延迟交付日期，惟延迟交付日期不得迟于超额配股权可能获行使的最后日期之后的三(3)个营业日。倘投资者股份将于延迟交付日期交付予投资者，投资者仍应按第4.2条就投资者股份支付应支付的款项。

4.4 投资者根据第4.2条就投资者股份作出如期支付后，向投资者（或投资者附属公司（视情况而定））交付投资者股份应通过中央结算系统作出，即将投资者股份直接存入中央结算系统中，以计入投资者于不迟于上市日期或根据第 4.3 条决定的延迟交付日期前两(2)个营业日书面通知整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.5 在不损害第4.3条之情况下，交付投资者股份及支付投资总额亦可按本公司、整体协调人、独家保荐人及投资者书面议定的任何其他方式进行，但前提是，支付投资总额及交付投资者股份不得迟于可行使超额配股权最后日期之后的三(3)个营业日。

4.6 倘投资总额以及相关经纪佣金及征费（不论全部或部分）未能按本协议规定的时间及方式支付，则本公司、整体协调人及独家保荐人有权以各自的绝对酌情权终止本协议，而在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任将会停止及终止（但不妨碍本公司、整体协调人及独家保荐人因投资者未能履行彼等在本协议项下的义务而针对投资者提出的任何申索，除非各方另有约定）。于任何情况下，投资者应根据第 6.5 条全面承担因投资者未能悉数支付投资总额以及经纪佣金及征费而引致或产生之任何损失及损害，并因此按税后基准，对各获弥偿方因此遭受的任何损失及损害予以悉数弥偿，保护获弥偿方免受其害。

4.7 如果由于本公司、整体协调人及独家保荐人无法控制的情况而阻止或延迟履行本协议项下的义务，则本公司、整体协调人及独家保荐人无需因其未能或延迟履行本协议义务承担责任，且有权终止本协议。该等无法控制的情况包括但不限于天灾、洪水、战争（无论宣战或未宣战）、恐怖主义、宣布国家或国际或地区紧急状态、灾难、危机、经济制裁、爆炸、海啸、地震、火山爆发、火灾、骚乱、叛乱、内乱、流行病或大流行病、疾病爆发或升级、罢工、停工、其他工业行动、严重的运输中断、严重的交通阻滞、政府

运作瘫痪、公共秩序混乱、政治不稳定、敌对行动的威胁或升级、电力或其他供应的普遍故障、飞机碰撞、技术故障、意外或机械或电力故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷以及任何现有或未来法律的变更，或任何现有或未来的政府活动等类似情形。

4.8 如未能符合《上市规则》第 8.08(3)条规定，指在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%，整体协调人及公司有唯一及绝对酌情权调整投资者可购买投资者股份的分配以符合《上市规则》第 8.08(3)条的规定。

5. 投资者限制

5.1 受第 5.3 条所规限下，投资者同意，并向本公司、整体协调人及独家保荐人作出契诺及承诺，在未经本公司、整体协调人及独家保荐人事前书面同意的情况下，投资者不会自上市日期（包含上市日期当日）至上市日期起计满六(6)个月之日期（包含该日）止期间（「**禁售期**」）内的任何时间（不论直接或间接）：(i) 以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益；(ii) 允许自身出现其最终实益拥有人层面的控制权（涵义按证监会颁布的《公司收购、合并及股份回购守则》的定义）变动；或(iii) 订立与于上述交易具有相同经济效果的任何其他交易。

5.2 受限于任何适用法律的规定，于禁售期届满后的任何时候，倘其订立任何出售事项或同意或订约或公开宣布有意订立任何出售事项：

(a) 其须于订立任何该等交易前以事先书面通知的形式知会本公司、独家保荐人及整体协调人；及

(b) 其须尽其最大努力以确保不会导致本公司股份出现市场混乱或造市，并遵守全部适用法律以及各司法权区证券交易所的所有有关证券法例及法规，包括《上市规则》、《公司条例》、《公司（清盘及杂项条文）条例》及《证券及期货条例》。

5.3 第 5.1 条的任何规定并不阻止投资者转让全部或部分相关股份予其任何直接或间接全资附属公司，惟于所有情况下：

(a) 至少提前五(5)个营业日向本公司、独家保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，该证明可按本公司、独家保荐人和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) 在进行该转让之前，该全资附属公司给予书面承诺（以本公司、整体协调人及独家保荐人为受益人，且条款均令本公司、整体协调人及独家保荐人满意）其同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务的约束，包括第 5 条所载对投资者施加的限制，犹如该全资附属公司本身受该等义务及限制的规限，并在该转让之前作出投资者在本协议下的相同承认、确认、承诺、陈述及保证；

(c) 该全资附属公司应被视为已给予与第 6 条中相同的承认、确认、承诺、陈述及保证；

(d) 投资者及投资者的该全资附属公司应被视为所有投资者股份的投资者，并共同及各别承担本协议下的所有责任及义务；

(e) 在禁售期届满前的任何时间，若该全资附属公司即将或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，且无论如何在不再是投资者的全资附属公司之前，将其持有的相关股份全部有效地转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须作出（且投资者承诺促致该附属公司作出）书面承诺（以本公司、整体协调人及独家保荐人为受益人，且条款均令本公司、整体协调人及独家保荐人满意），同意将受投资者于本协议项下的义务约束，包括本第 5 条所载对投资者施加的限制，作出本协议项下相同的承认、确认、承诺、陈述及保证，犹如该全资附属公司本身受限于该等义务及限制，并共同及各别承担本协议下的所有责任及义务；

(f) 全资附属公司为 (i) 非美国人士；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得相关股份。

5.4 投资者同意及承诺，除非取得本公司、整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人于本公司全部已发行股本中拥有的总股权（直接及间接）须低于本公司于任何时候全部已发行股本的 10%（或《上市规则》不时就「主要股东」的定义所订定的其他百分比），而投资者不会于上市日起十二(12)个月内成为《上市规则》所指的本公司核心关连人士，并且投资者及其紧密联系人于本公司已发行股本总额的总持股（直接及间接）不得导致本公司公众（于《上市规则》规定且由联交所解释）持股数量低于《上市规则》第 8.08 条规定的比例或联交所不时同意的其他比例。投资人同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及独家保荐人。

5.5 投资者同意投资者将作为自营投资持有本公司的股本，及在本公司、整体协调人及/或独家保荐人的合理要求下向本公司、整体协调人及独家保荐人提供合理证据，以证明投资者乃作为自营投资于本公司股本中持有股权。投资者不得，及应确保他们的任何控股股东、联系人及其实益拥有人均不会在全球发售的累计投标程序中申请或作出指示以认购 H 股（投资者股份除外）或在香港公开发售中作出 H 股申请。

5.6 投资者及其联属人士、董事、高级人员、雇员或代理概不会与本公司、本公司的控股股东、本集团的任何其他成员或其各自的联属人士及上述各方的联系人、董事、高级人员、雇员或代理订立任何与《上市规则》（《新上市申请人指南》第 4.15 章或由监管机构刊发的书面指引）不一致或相悖的协议或安排（包括补充条款）。

5.7 如投资者将通过中海信托股份有限公司（「QDII 管理人」）投资投资者股份，该管理人需为一家资产管理人及合格国内机构投资者（「**QDII**」）。投资者无条件且不可撤销地向本公司、整体协调人和独家保荐人承诺并保证：(a) QDII 管理人的聘用完全符合本协议项下认购投资者股份的适用法律法规；(b)其将促使 QDII 各向本公司、整体协调人和独家保荐人交付一份有效签署、具有约束力和可执行的承诺（「**QDII 承诺**」）（格式及内容均令本公司、整体协调人及保荐人满意），承诺投资人将受到、给予、作出和履行一切根据本协议产生或与本协议相关的陈述、保证、赔偿和责任（「**投资者义务**」）；以及(c)其将促使 QDII 适当、准时地履行和遵守所有投资者义务。

6. 承认、陈述、承诺及保证

6.1 投资者向本公司、整体协调人及独家保荐人分别作出陈述、承认、保证、承诺、同意及确认如下：

(a) 本公司、整体协调人、独家保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合作伙伴及代表概未作出任何陈述或任何保证或承诺，表明全球发售将（在任何特定时限内或是否会）进行或完成，或发售价将处于公开文件所载的指示范围。如果全球发售因任何原因延误、未进行或未完成，或发售价非处于公开文件所载的指示范围，前述人士概不会对投资者负有任何责任；

(b) 本协议、投资者的背景资料及本协议所预期订约方之间的关系及安排须在公开文件及全球发售的其他推广及路演材料中披露，而且公开文件及该等其他推广及路演材料及公告会提述投资者，特别是，本协议将为一份重大合约而须就全球发售被递交予香港监管机构及作为展示文件之一，或根据《公司（清盘及杂项条文）条例》及《上市规则》以其他方式处置；

(c) 根据《上市规则》须向联交所或在 FINI 上提交的有关投资者的资料将与本公司、联交所、证监会及其他必要的监管机构共享，并载列入一份综合承配人名单，该名单将在 FINI 上向整体协调人披露；

(d) 发售价仅由且完全由本公司及整体协调人于路演及累计投标过程后根据全球发售的条款及条件厘定，且未必介乎公开文件订明的指示性发售价范围，投资者并无任何权利对之作出任何反对；

(e) 投资者股份将由投资者通过整体协调人及/或彼等之联属人士（以彼等作为国际发售的国际承销商之代表身份）认购；

(f) 投资者将根据及受限于本公司组织章程大纲及细则或其他组成及宪章文件以及本协议之条款及条件接纳投资者股份；

(g) 投资者股份数目可能会因根据《上市规则》第 18 项应用指引、《新上市申请人指南》第 4.14 章或联交所可能不时批准且适用于本公司之其他百分比对国际发售及香港公开发售之间重新分配 H 股而受影响；

(h) 在接近签订本协议时，或其后的在国际发售完成前的任何时间，本公司、整体协调人及独家保荐人已经或可能作为国际发售的一部份和一个或多个其他投资者签订类似投资的协议；

(i) 投资者股份并未且将不会根据《证券法》或美国任何州份或其他司法管辖区的证券法进行登记，且不可于美国境内或向任何美国人士直接或间接发售、转售、质押或另行转让（根据有效登记声明或获豁免遵守《证券法》的登记规定或有关交易无须依循《证券法》的登记规定则除外），亦不可于任何其他司法管辖区直接或间接发售、转售、质押或另行转让（该司法管辖区的适用法律容许则除外）；

(j) 投资者明白及同意投资者股份的转让仅可根据《证券法》S 规例在美国境外通过「离岸交易」（offshore transaction）（定义见《证券法》S 规例），并根据任何美国州份及任何其他司法管辖区适用的证券法律进行，而代表投资者股份的任何股票应附有备注大致说明上述情况；

(k) 除第 5.3 条规定外，若投资者的全资附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司仍为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(l) 投资者已（及可能于将来）就投资者于投资者股份之投资（及持有投资者股份）收到可能构成重要非公开信息及/或内幕消息（定义见《证券及期货条例》），其：(i)不得向任何人士披露有关信息（按需知情基准向其联属人士、附属公司、董事、高级人员、雇员、顾问和代表（「**获授权接收人**」）仅作评估投资投资者股份的用途或基于法律要求的情况下披露则除外），直至有关信息在投资者或其任何获授权接收人没有过失的情况下成为公开信息为止；(ii) 尽其最大努力确保根据本第 6.1(l) 条获披露有关信息的获授权接收人不会披露有关信息（按严格的需知情基准向其他获授权接收人披露除外）；及(iii)不会及将尽最大努力确保根据本第 6.1(l) 条获披露有关信息的获授权接收人不会以可能导致违反任何与交易相关美国、香港、中国或其他适用司法管辖区的证券法律（包括内幕交易规定）的形式直接或间接购买、出售或买卖本公司或其联属人士或联系人的股份或其他证券或衍生工具或以其他方式就该等 H 股或证券或衍生工具进行交易；

(m) 以保密基础提供予投资者及/或其代表的本协议、招股章程草拟稿及初步发售通函草拟稿所载的信息，以及任何其他可能已以保密基础提供予投资者及/或其代表的材料（不论书面或口头上的），均不可复制、向任何其他人披露、传阅或散播，且已经提供予投资者的任何其他信息或材料可予更改、更新、修订及完成，投资者在决定是否投资投资者股份时不得依赖有关信息或材料。为免生疑问：

(i) 可能已向投资者及/或其代表提供的招股章程草拟本、初步发售通函草拟本或任何其他材料概不构成在任何不允许邀请、要约或招揽收购、购买或认购任何证券的司法管辖区内邀请、要约或招揽收购、购买或认购任何证券，且可能已向投资者及/或其代表提供的招股章程草拟本、初步发售通函草拟本或任何其他材料（不论书面或口头上的）的任何内容概不构成任何合约或承诺的基础；

(ii) 不得根据可能已向投资者及/或其代表提供的初步发售通函草拟本、招股章程草拟本或任何其他材料（不论书面或口头上的）作出或收到任何认购、收购或购买任何 H 股或其他证券的要约或邀请；及

(iii) 可能已向投资者及/或其代表提供的初步发售通函草拟本、招股章程草拟本或任何其他材料（不论书面或口头上的）可能在本协议签订后作出进一步的修改，投资者不应倚赖该等材料以决定是否就投资者股份作出投资；而投资者同意有关修改（如有）及放弃就与有关修改（如有）相关的权利；

(n) 本协议并不（共同或个别地）构成在美国或在就出售证券作出的要约属违法的任何其他司法管辖区就出售证券作出的要约；

(o) 投资者、其任何联属人士或任何代表其或彼等的人士均未参与或将参与任何针对投资者股份的直接销售努力（directed selling efforts）（根据《证券法》S 规例所赋予的含义)；

(p) 投资者已获提供其视为对评估购买投资者股份的利弊及风险而言属必要或可取的一切信息，并得到机会向本公司、整体协调人或独家保荐人提出有关本公司、投资者股份或其他其视为对评估购买投资者股份的利弊及风险而言属必要或可取的疑问并得到解答，而本公司已向投资者或其代理提供一切投资者或代投资者要求有关投资于投资者股份的文件及资料；

(q) 投资者均承认并同意于作出投资决定时，投资者已及将仅依赖本公司将发出的国际发售通函所载之资料，而非由或代表本公司、整体协调人及/或独家保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士） 可能于本协议日期或之前向投资者提供的任何其他资料，而本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士概无就并没有载于国际发售通函内的任何资料或材料的准确性或完整性作出任何陈述或给予任何保证或承诺，且本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士概不就投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士使用或依赖该等资料或材料或者就没有载于国际发售通函的任何资料而向投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士承担任何责任；

(r) 本公司、整体协调人、独家保荐人及其各自的代表人不会就全球发售将会或将在任何特定时期内或将不会进行或完成或发售价处于发售通函或招股说明书所列指示性范围作出任何陈述，亦不作任何此类保证或承诺，亦不会因任何原因而导致全球发售推迟进行、无法进行或未能完成，或发售价未处于发售通函或招股说明书所列指示性范围而对投资者承担任何责任；

(s) 本公司、整体协调人、独家保荐人、其他全球发售承销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合作伙伴及顾问概未就投资者股份或认购、 购买或发售投资者股份之利弊，或就本公司或本集团其他成员的业务、营运、前景或状况、财务或其他方面，或就与此有关的任何其他事宜而向投资者作出任何保证、陈述、承诺或建议；且除国际发售通函所提供者外，本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概未就投资者股份或认购、购买或发售投资者股份之利弊，或就本公司或其附属公司的业务、营运、前景或状况、财务或其他方面，或就与此有关的任何其他事宜而向投资者作出任何保证、声明或建议；

(t) 投资者将不会有提名或任命任何董事或管理人员的权利；

(u) 投资者会就其（直接或间接）处置任何投资者为或将（直接或间接）为或招股章程显示为相关股份之实益拥有人的相关股份遵守本协议、《上市规则》及任何适用法律不时之所有适用于投资者的所有限制（如有）；

(v) 于作出本协议项下的投资决定时，投资者已对本公司、本集团及投资者股份以及本协议所载投资者股份认购条款自行进行调查，且已在其认为必要或适宜时获得、参考并依赖其认为必要或适当的独立意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面），或以其他方式已信纳关于投资于投资者股份的税务、监管、财务、金融、会计、法律、货币及其他方面以及投资者投资于投资者股份的合适性，且并未及将无权依赖由或代表本公司或任何整体协调人、独家保荐人、资本市场中介人或其他承销商就全球发售取得或进行之任何意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他意见或告慰（视乎情况而定）。本公司、整体协调人、独家保荐人或彼等各自的联系人、联属人士、 董事、高级职员、雇员、顾问或代表概不就购买投资者股份或有关买卖投资者股份的任何税务、法律、货币或其他经济或其他后果负责；

(w) 投资者明白投资者股份现时并无公开市场，而本公司、整体协调人及独家保荐人概不保证投资者股份一定会出现公开的市场，且本公司、整体协调人、独家保荐人、国际承销商或其各自的代表人以及参与全球发售的任何其他方均不保证投资者股票将会存在公共或活跃的市场；

(x) 倘全球发售因任何原因而延迟或终止或者无法完成，本公司、整体协调人、独家保荐人或彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表概不会对投资者或其附属公司负责；

(y) 本公司及整体协调人将有绝对酌情更改或调整(i)根据全球发售将予发行的 H 股数目；及(ii) 香港公开发售及国际发售分别将予发行的 H 股数目；

(z) 本公司及整体协调人将有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)条的规定，该规则规定于上市日期由本公司持股量最高的三名公众股东实益拥有的股份不得超过公众持有股份的 50%； 及

(aa) 投资者已同意将于上市日期或根据第 4.5 条可能议定的其他日期香港时间上午八时正或之前支付投资总额以及相关经纪佣金及征费；。

6.2 投资者（为其本身及代表其全资附属公司）进一步向本公司、整体协调人及独家保荐人作出陈述、声明、保证、承认、同意、确认及承诺如下：

(a) 投资者根据其注册成立地点的法律正式注册成立并有效存续，并无任何清盘呈请、清盘命令或通过有效的清盘决议案；

(b) 投资者有完全的法律权利、公司权利及授权以拥有、使用、租赁及经营其资产（包括但不限于物业资产），以及按现行方式经营和开展其目前所经营和开展的业务；

(c) 投资者拥有全面权力、授权及能力，且已采取所需的一切行动（包括取得任何政府及监管机构或其他第三方的所有必需的同意、批准及授权），签立及交付本协议、订立及进行本协议项下的交易以及履行本协议项下之义务；

(d) 本协议已获投资者正式授权、签立及交付，并构成合法有效而且对投资者具约束力及可根据本协议的条款对其强制执行；

(e) 投资者已采取并将于本协议有效期内采取一切必要步骤以履行其于本协议项下的义务、 使本协议及本协议项下拟进行的交易具有效力，并遵守所有相关法律；

(f) 已取得所有根据任何适用于投资者的相关法律且投资者根据本协议就认购投资者股份须取得的同意、批准、授权、许可及注册(「**该等批准**」)，且该等批准具十足效力及作用，且没有被视作无效、撤销、撤回或搁置，该等批准概无受任何尚未达成或履行的先决条件所限制。投资者进一步同意并承诺，如果任何该等批准因任何原因不再具十足效力及作用或被视作无效、被撤销、被撤回或被搁置，则投资者会立即以书面形式通知本公司、独家保荐人及整体协调人；

(g) 投资者签立及交付本协议、履行其于本协议下的义务及认购投资者股份将不会抵触或导致抵触：(i)投资者的组织章程大纲及组织章程细则（或同等章程文件）的任何条文；或(ii) 投资者就本协议下拟议的交易须遵守的任何司法管辖区的法律，或就投资者认购投资者股份适用于投资者的任何司法管辖区的法律；或(iii)投资者参与订立或对其具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府机构的任何判决、命令或判令；

(h) 其并非本公司的联属人士或代表本公司或该联属人士行事之人士；

(i) 其已并将遵守所有司法管辖区与认购投资者股份相关的适用法律，包括直接或间接地通过本公司、整体协调人及/或独家保荐人向或致使或促使向联交所、证监会、中国证监会及／或任何其他政府、公共、金融或监管机构、团体或证券交易所（「**监管机构**」）在任何该等监管机构要求的任何时间内提供在各种情况下按照适用法律规定或任何监管机构不时要求披露的资料，或致使或促使该等资料予以提供，并同意和认可就该等资料的披露。有关资料包括但不限于：(i)投资者及其最终实益拥有人及/或最终负责就认购投资者股份作出指示的人士的身份资料（包括但不限于彼等各自的姓名／名称及注册成立地点）；(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细节、投资者股份的数量、投资总额，以及本协议项下的禁售限制）；(iii)涉及投资者股份的任何掉期合约安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人以及该掉期合约安排或其他金融或投资产品的提供者的身份资料）；及／或(iv)投资者或其实益拥有人及联系人与本公司及其任何股东之间的任何关联关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、整体协调人、独家保荐人或彼等各自的联属人士、董事、高级管理人员、雇员、顾问及代表按照《上市规则》或适用法律的规定或任何相关监管机构的要求下向相关监管机构及／或在任何公开文件或其他公告或文件中披露任何投资者相关资料；

(j) 于作出本协议项下的投资决定时，投资者具备有关金融、投资、财务及业务事宜的知识及经验，以评估信誉、市场及所有其他相关风险的专业知识，即(i)其有能力评估于预期投资投资者股份的利弊、风险并保护其利益；(ii)其有能力承担有关投资的经济风险，包括但不限于完全损失于投资者股份的投资；(iii)其已收到所有其认为就决定是否投资于投资者股份而言属必需或合适的资料，以决定是否投资

于投资者股份；及(iv) 其在投资于处于类似发展阶段的公司证券的交易方面具有一定经验；

(k) 投资者认购投资者股份乃为其利益及仅为自身投资目的，并无意进行证券法所指的分销或公开转售该等股份；

(l) 其日常业务为购买或出售股份或债券，或其为专业投资者，而透过订立本协议，其并非任何整体协调人或独家保荐人就本协议项下拟进行之交易的客户；

(m) 其作为当事人为其本身作自行投资认购投资者股份作投资之用，并无考虑分派任何其根据本协议认购的投资者股份，且投资者无权提名任何人士出任本公司董事及高级职员；

(n) 如果投资者于美国境外认购投资者股份，则该认购是以「离岸交易」（定义见《证券法》S 规例）方式进行且投资者并非美国人士；

(o) 投资者认购投资者股份乃获豁免遵守《证券法》的登记规定（或不需符合有关规定）的交易；

(p) 投资者、其联属人士或任何代表其行事之人士均未参与或将会参与任何与 H 股有关的直接销售活动（定义见 S 条例）并其了解于本协议下证券的要约并（共同或个别）不构成对于美国、香港或其他法治管辖区公众的证券出售要约；

(q) 投资者、及其的实益拥有人及/或联系人(i) 均为独立于本公司的第三方；(ii)并非本公司关连人士（定义见《上市规则》）或联系人，而投资者认购/投资者股份将不会导致投资者及其实益拥有人成为本公司的关连人士（定义见《上市规则》）（尽管投资者与任何其他方可能订立（或已订立）本协议提述的任何其他协议之关系），并将于本协议完成后独立于且并非与（就本公司的控制权而言）任何关连人士一致行动（定义见香港《公司收购及合并守则》）；及(iii) 有财务能力履行本协议项下的所有义务；(iv) 并非由(a)本公司任何关连人士（定义见《上市规则》）或(b)本公司 、本公司或其任何附属公司的董事、最高行政人员、控股股东、主要股东或现有股东，或任何该等人士的紧密联系人（定义见《上市规则》），直接或间接融资、资助或支持, 且并无习惯听取及并无听取任何该等关连人士（或该关连人士的联系人）就本公司证券的收购、出售、投票或其他处置作出的任何指示；及(v)与本公司或其任何股东不存在关联关系。亦不会在本公司的“控制”（定义见《公司收购、合并及股份回购守则》）方面与本公司的任何关连人士（或该关连人士的联系人）采取一致行动；

(r) 投资者、其实益拥有人及/或联系人均并非任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售承销商、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」具有《上市规则》附录 F1（股本证券的配售指引）赋予的涵义；

(s) 投资者的账户并非由相关交易所参与者（定义见《上市规则》）按全权管理投资组合协议管理。「全权管理投资组合」一词具《上市规则》附录 F1《股本证券的配售指引》所赋予该词的涵义；

(t) 投资者、其实益持有人，及其各自的联系人都并非本公司的董事（包括在过去 12 个月内的董事）、监事或现有股东或其联系人或上述人士的代名人；

(u) 除非事先书面通知联席保荐人及整体协调人，否则投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单范本中载列的或 FINI 界面或《上市规则》要求就获配售人／承配人披露的任何获配售人／承配人类别（「基石投资者」除外）；或 (b) 根据《上市规则》（包括《上市规则》第 12.08A 条）须在本公司配发结果公告中交待的各类获配售人；

(v) 投资者并未且将不会就分销 H 股与任何「分销商」（定义见《证券法》S 规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(w) 投资者认购投资者股份将符合《上市规则》附录 F1（股本证券的配售指引）及《新上市申请人指南》第 4.15 章或任何由监管机构刊发的书面指引所载的规定；

(x) 投资者、其实益拥有人及/或联系人概无获本公司的任何关连人士、或任何整体协调人、独家保荐人、资本市场中介人、或任何其他全球发售承销商的任何一方直接或间接提供资金或支持以在根据本协议认购投资者股份。投资者及其联系人（如有）均独立于且与其他已参与或将参与全球发售的投资者或其任何联系人没有任何关联；

(y) 除本协议所规定者外，投资者并无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺；

(z) 投资者、其实益拥有人及／或联系人概无订立且将不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；及

(aa) 投资者并未获得也无意获得贷款或其他形式的债务融资以履行其在本协议项下的付款义务。

6.3 投资者向本公司、整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的集团公司的描述，以及提供予监管机构及/或本公司、联席保荐人、整体协调人及彼等之联属人士及/或按该等人士或机构要求的所有投资者相关资料，均在所有方面属真实、完整及准确且无误导性。在不损害第 6.1(b) 条的前提下，投资者不可撤销地同意，在本公司、整体协调人及独家保荐人全权认为有必要的情况下，于公开文件以及本公司、整体协调人及/或独家保荐人就全球发售可能发布（或其他人士代表该等人士发布）的推广、路演材料及其他公布内中提述及纳入其名称以及有关本协议的全部或部分描述（包括附表二所载的描述）。投资者承诺尽快提供本公司、整体协调人及/或独家保荐人可能合理要求与其有关、或与其拥有权（包括最终实益拥有权）有关及/或其他事宜的进一步信息及/或支持文件，以确保其遵守适用的公司或证券登记及/或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者谨此同意，于审阅不时提供给投资者将载于公开文件及有关全球发售的其他推广材料之草拟本的关于其及其所属的集团公司的描述，并作出投资者可能合理要求的修订（如有）后，投资者就会被视作已保证有关其及其所属的集团公司的描述均在所有方面属真实、准确及完整且无误导性。

6.4 投资者明白，第 6.1 及 6.2 条所载的声明及承认乃就香港法律及美国证券法等所需要而作

出。投资者承认，本公司、整体协调人、独家保荐人、资本市场中介人、承销商、及其各自的附属公司、代理、联属人士及顾问及其他人士将依赖本协议所载投资者的保证、承诺、陈述及承认的真实性、完整性及准确性，且投资者同意，如本协议所载的任何保证、承诺、陈述及承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及独家保荐人。

6.5 投资者同意及承诺，在经要求后，投资者按税后基准对本公司、整体协调人及、独家保荐人、资本市场中介人及全球发售的承销商（为彼等本身及以信托形式代各自之联属人士、任何《证券法》定义下控制其之人士以及各自的高级职员、董事、雇员、员工、联系人、合作伙伴、代理及代表（统称「**获弥偿方**」））就投资者股份的认购、投资者股份或本协议（包括由投资者或其高级人员、董事、雇员、联属人士、代理、代表、联系人或合作伙伴违反本协议或被指称违反本协议或任何行为或作为或被指称作为或不作为）而可能以任何方式针对任何获弥偿方提起或确立的任何及所有损失、费用、成本、开支、申索、诉讼、负债、行动、法律程序或损害赔偿（无论以何种方式对该获补偿方作出或确立）。及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、费用、损失或开支，全面及有效地以税后基准弥偿获弥偿方，使之免受损害。

6.6 投资者均理解并同意（其中包括）香港及美国法律要求投资者作出保证。投资者均确认本公司、整体协调人及独家保荐人及/或其他人士（包括参与全球发售的其他承销商）及彼等各自的附属公司或代表人将依赖当中所载的投资者保证的真实性、完整性及准确性，且其同意，倘若本协议当中的任何投资者的保证不再为真实、完整及准确或变为具有误导性，将立即书面通知本公司、整体协调人及独家保荐人。

6.7 投资者的保证应被解释为各自的单独保证、陈述及承诺。于第 6 条（视乎情况而言）下作出的承认、确认、陈述、保证及承诺均为单独的承认、确认、陈述、保证或承诺，且须被视为于上市日期 及于延迟交付日期（如适用）有效存续且重复履行，并在本协议的执行后有效存续并直至全球发售完成。

6.8 本公司向投资者声明及保证：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 本协议已被正式授权、执行并送达并构成有效和具约束力的义务，并可根据其条款强制执行；

(c) 其拥有订立及履行本协议下义务的全部权力、授权及能力，及已就此采取所有必要行动；

(d) 于付款后及受第 5.1 条规定的禁售期所限，根据第 4.4 条向投资者交付投资者股份时，该等股份于发行及交付时已缴足股款，不附带所有认购权、留置权、押记、抵押、质押、申索、衡平法上的权利、优先购买权、产权负担及/或其他第三方权利，及与其时已发行并于联交所上市之 H 股具同等地位；

(e) 本公司及其控股股东（定义见《上市规则》）、本集团的任何其他成员及其各自的联属人士、董事、高级职员、雇员及代理概无与投资者或其的联属人士、董事、高级职员、雇员或代理订立任何不符合《上市规则》（包括《新上市申请人指南》

第 4.15 章或任何由监管机构刊发的书面指引）的安排或协议（包括任何补充条款）；及

(f) 除本协议规定外，本公司或本集团的任何其他成员，以及其各自的联属人士、董事、高级职员、雇员或代理，均没有与其他政府机构或任何第三方签订任何有关投资者股份的安排、协议或承诺。

6.9 本公司承认、确认及同意，投资者将依赖于国际发售通函所载的资料，而就国际发售通函而言, 投资者与于国际发售中购买 H 股的其他投资者享有相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第 3.2 条或第 4.6 条予以终止；

(b) （即使本协议已有任何相反规定）在投资者在国际发售完成或（如适用）延迟交付日期或之前严重违反本协议（包括投资者（或如有根据第 5.3 条转让投资者股份的情况，持有投资者股份的投资方的全资附属公司）严重违反其在本协议下作出的任何陈述，保证、承诺及确认）的情况下，仅由本公司或仅由整体协调人及独家保荐人个别的予以终止；或

(c) 经本协议所有订约方书面同意于本协议日期至期限届满日期前予以终止。

7.2 倘本协议根据第 7.1 条予以终止，订约方无需履行其在本协议项下各自之义务（下文第 8.1 条所规定的保密义务除外），而订约方在本协议项下的权利及责任（下文第 11 条所规定的 权利除外）应予以终止，且概无订约方可针对任何其他订约方提出申索（惟不损害任何订约方于有关终止时或之前就本协议所载条款的累算权利或对其他订约方的责任。尽管有上述规定，第 6.5 条以及投资者提供的赔偿在本协议终止后仍然有效。

7.3 如果投资者于完成日或延迟交付日期或之前违反第 6 条项下的保证，尽管本协议可能载有相反规定，本公司、独家保荐人及整体协调人应有权解除本协议，而订约方的所有义务将告终止。尽管有上述规定，投资者于本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

8. 公告及保密

8.1 除本协议及投资者签订的保密协议（如有）另行规定者外，未经其他订约方事先书面同意，任何订约方均不得披露与本协议或本协议项下的交易或涉及本公司、整体协调人、独家保荐人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何订约方可：

(a) 向联交所、证监会及/或本公司、整体协调人及独家保荐人所相关的监管机构披露本协议，而投资者的背景及本公司与投资者之间的关系可在本公司将刊发之公开文件以及本公司、整体协调人及/或独家保荐人将就全球发售发布的推广、路演材料及其他公布内中进行描述；

(b) 向该订约方的法律顾问、财务顾问、审计师及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理（仅按需要知道的原则）披露本协议，前提是该订约方 (i)须促使其各法律顾问、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务，及 (ii) 对该等法律顾问、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 基于任何相关法律、政府机构或对该订约方有管辖权的机构（包括联交所、证监会及中国证监会））或证券交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为一份重大合约递交给香港公司注册处以作登记及作为展示文件之一）的要求，或任何主管政府机构的任何具有约束力的判决、命令或要求而披露本协议。

8.2 投资者不得就本协议或任何相关事宜作出其他提述或披露，惟投资者已事先咨询本公司、整体协调人及独家保荐人并获得他们就该披露的原则、形式及内容上的书面同意则除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在刊发之前提供给投资者审阅。投资者须与本公司、整体协调人及独家保荐人通力合作，以确保该等公开文件中与之有关的所有提述均为真实、准确及不具误导性，并应从速向本公司、整体协调人及独家保荐人及彼等之法律顾问提供任何意见及验证文件。

8.4 投资者承诺，就准备任何第 8.1 条所提述需要的披露从速提供一切合理所需之协助（包括但不限于向本公司、整体协调人及独家保荐人提供其可能合理要求与其有关、或与其拥有权（包括最终实益拥有权）有关及/或其他涉及第 8.1 条提述事宜的进一步信息及/或支持文件，配合进行尽职调查），以 (i) 在本协议日期之后更新公开文件中有关投资者的描述；及 (ii) 令本公司、整体协调人及独家保荐人能够遵守适用的公司或证券登记及/或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者应与本公司、独家保荐人及整体协调人合作，以确保该等公开文件中对其的所有提及是真实、完整、准确和无误的，且公开文件中没有遗漏有关其的重大信息，并应及时向本公司、独家保荐人及整体协调人及其各自律师提供任何意见和核查文件。

9. 通知

9.1 本协议下的任何通知均应以英文或中文书面作出，并按第 9.2 条的规定交付至下列地址：

若通知本公司：

地址： 安徽省芜湖市弋江区九华南路 1005 号火龙岗街道海螺国际会议中心
收件人： 董事会

若通知投资者：

地址： 中山市翠亨新区香山大道 34 号创新中心厂房 B 栋 1 楼 A 区
传真： +86-010-80728832
收件人： 证券部

若通知中信建投（国际）融资有限公司：

地址： 香港中环康乐广场 8 号交易广场二期 18 楼
传真： +852 2180 9495
收件人： Project RiverTown Team
邮箱： Project.RiverTown@csci.hk/Project.RiverTown.ECM@csci.hk

9.2 本协议下任何通知应以专人递送或通过传真或电邮发送或以邮件(邮资已付)寄发。通知如以专人递送，应在交付时视为收到；如通过传真发送，应在收到传送确认时视为收到；如通过电邮发送，除非收到未送达信息，应在传送时视为收到；如通过邮件(邮资已付)寄发，在未有更早收到的证据的情况下，应在寄出后 48 个小时后（或如通过空邮寄发，则为六日后）视为收到。在非营业日收到的任何通知均应视为在下一个营业日收到。

10. 一般事项

10.1 各订约方确认并声明，本协议已经由其正式授权、签立及交付，并构成其合法，有效及具有约束力的义务，并可根据本协议的条款对其强制执行。除本公司为进行全球发售而可能需要得到的该等同意、批准及授权外，该订约方在履行其在本协议项下的义务时无需公司、股东或其他同意、批准及授权，且各订约方进一步确认其可履行本协议所述的义务。

10.2 本协议所规定的独家保荐人及整体协调人各自的义务属个别义务（而非共同的或共同及个别的义务）。任何独家保荐人或整体协调人概不会就任何其他独家保荐人或整体协调人未能履行本协议项下彼等各自的义务而承担任何责任，且任何其他独家保荐人或整体协调人未能履行本协议项下彼等各自的义务也不影响任何其他独家保荐人或整体协调人行使本协议条款的权利。尽管有上述规定，各独家保荐人及整体协调人有权单独或连同其他独家保荐人或整体协调人行使其于本协议项下的任何或所有权利，惟以适用法律允许者为限。

10.3 本公司及整体协调人为本协议就投资者股份数目及发售价以真诚作出的计算及判断应为最终决定，惟明显错误除外。

10.4 投资者、本公司、整体协调人及独家保荐人应就任何为达到本协议目的或与之有关而需要或可能需要给予第三方任何通知或从第三方获得同意及/或批准通力合作。

10.5 除非经各订约方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签署。

10.7 除非有关订约方另行书面同意，否则各订约方应各自承担与本协议有关的法律及专业费用、成本及开支，惟因本协议中拟进行的任何交易产生的印花税应由相关转让人/卖方及相关受让人/买方平均摊分承担。

10.8 时间是本协议的关键要素，惟本协议中提及的任何时间、日期或期间可经各订约方书面

协议后予以延长。

10.9 除非经各订约方书面同意终止，本协议的所有条文在其可履行或遵守的情况下，即使按照第 4 条交易完成，仍然具有十足效力及作用，惟已经履行的事项除外。

10.10 除投资者订立的保密协议（如有）外，本协议构成各订约方就投资者投资于本公司的全部协议及理解。 本协议取代之前所有有关主体事项的承诺、担保、保证、声明、通讯、谅解及协议，不论是经书面或口头作出。

10.11 在本第 10.11 条另有规定的范围内，非本协议订约方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，惟此并不影响第三方现有或属第三者合约（第三者权利）条例外的任何权利或补救措施：

(a) 获弥偿方可以强制执行并依赖第 6.5 条，犹如彼等为本协议的订约方。

(b) 本协议可在未经第 10.11(a) 条所述人士同意的情况下被终止或撤销，而本协议任何条款可在未经第 10.11(a) 条所述人士同意的情况下被修订、变更或豁免。

10.12 整体协调人及独家保荐人有权并谨此获授权以其认为合适的方式及条款将其全部或任何相关权利、职责、权力及酌情权转授予其任何一名或多名联属人士（无论是否办妥正式手续及毋须就有关转授另行通知本公司或投资者）。尽管有任何有关转授，有关整体协调人或独家保荐人应对依据本第 10.12 条规定委以相关权利、职责、权力及酌情权的任何联属人士的所有作为及不作为负责。

10.13 某订约方延误或无法行使或强制执行（全部或部分）本协议或法律上所赋予的任何权利不得作为解除或豁免或以任何方式限制该订约方进一步行使或执行该或其他权利的能力，透过单独或部分行使任何此类权利或补救措施亦不得妨碍任何其他或进一步行使该权利或补救措施，或行使任何其他权利或补救措施。本协议规定的权利、权力及补救措施属累积性，并不排除任何不论是依据法律或以其他情况所赋予的权利、权力及补救措施。除非豁免以书面形式作出且由被请求豁免的订约方签署，否则就本协议任何条款的违反给予的豁免均不具效力，条款亦未隐含有关豁免。

10.14 倘本协议的任何条款于任何时候在任何司法管辖区的法律下在任何方面属或变得不和法、无效或不可强制执行，这情况不得影响或损害：

(a) 本协议的任何其他条款在该司法管辖区内的合法性、有效性或可强制执行性；或

(b) 本协议的该条款或任何其他条款于任何其他司法管辖区法律的合法性、有效性或可强制执行性。

10.15 本协议对订约方及彼等各自之继承人、遗嘱执行人、遗产管理人、继承人及获许可的受让人具有约束力，亦仅有利于该等人士。任何其他人士概不得根据或凭借本协议取得或拥有任何权利。除为内部重组的目的外，订约方不得转移或转让本协议下的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。

10.16 在不损害向投资者就其他订约方遭受的所有损失及损害提出索偿的权利的情况下，倘若在上市日期或延迟交付日期（如适用）或之前，投资者违反任何保证，即使本协议有任何相反规定，本公司、整体协调人及独家保荐人应有撤销本协议的权利，而各订约方在

本协议项下的所有义务应即时终止。

10.17 各订约方向其他订约方承诺其会促使签立及履行其他需要的文件及行动，及促使该等文件及行动的签立及履行，以令本协议的条款生效。

11. 管限法律及司法管辖权

11.2 本协议及各订约方之间的关系应受香港法例管辖并按照香港法例解释。

11.3 因本协议引起或与本协议有关的任何纠纷、争议或申索，或本协议的违反、终止或失效，均应根据提交仲裁申请当日生效的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地点应为香港，应有三名仲裁员，仲裁程序应以中文进行。仲裁庭的判决和裁决属最终判决和裁决，对各订约方具有约束力，可以在任何具有管辖权的法院登录及执行，而各订约方不可撤回及无条件地放弃向司法当局作出任何形式的上诉、复核或追索的权利（在其可有效地放弃权利的前提下）。尽管有上述规定，在任命仲裁庭之前，各订约方有权寻求具有管辖权的法院的临时强制性济助或其他临时济助。在不影响国家法院管辖下可能提供的临时补救措施的情况下，仲裁庭应有充分的权力授予临时补救措施或命令订约方请求法院修改或撤销法院所颁令的临时或初步救济，并就任何一方未能遵守仲裁庭的命令作出损害赔偿的判决。

12. 豁免权

12.1 如果在任何司法管辖区的任何诉讼程序（包括仲裁程序）中，投资者（基于主权或刑事法或其他方式）拥有或可申请为其自身或其资产、财产或收入针对以下各项的任何豁免权：任何法律行动、起诉、诉讼程序或其他法律程序（包括仲裁程序），抵销或反诉、任何法院的管辖权、法律程序文件送达、因任何判决、裁定、决定、判令或裁决（包括任何仲裁裁决）被扣押或辅助执行扣押、或为给予任何救济或执行任何判决、裁定、决定、判令或裁决（包括任何仲裁裁决）而进行的其他法律行动、起诉、或诉讼程序，或者在任何此类诉讼程序中存在可能归于其自身或其资产、财产或收入的任何有关豁免（无论是否要求取得），投资人均在此不可撤回及无条件地放弃并同意不就任何该等诉讼程序申请或要求取得任何该等豁免。

13. 特意删除

13.1 特意删除

13.2 特意删除

14. 对应本

14.1 本协议可以任何数量的对应本签立，并由各订约方以单独的对应本签立。各对应本均为原件，但所有对应本应共同构成一分相同的文书。通过电子邮件附件(PDF)或传真印件交付本协议签名页的对应本为有效的交付方式。

兹证明，由各订约方的正式授权签字人于首页所载日期签立本协议。

代表：
安徽海螺材料科技股份有限公司

签署人：

姓名：柏林

职位：董事

代表：

广东纵行科技有限公司

签署人：

姓名：霍毅豪

职位：法人代表

代表：

中信建投（国际）融资有限公司

签署人:

Zhao Xin

姓名：赵鑫
职位：执行董事

附表一

投资者股份

投资者股份数目

投资者股份的数目应相当于(1) 相当于人民币 20,000,000 的港元（按招股章程中披露的港元兑人民币汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费），除以 (2) 发售价（向下调整至最接近 1,000 股股份的整数每手买卖单位）。

根据《上市规则》第 18 项应用指引第 4.2 段、《新上市申请人指南》第 4.14 章及联交所给予的豁免（如有），倘若香港公开发售股份超额认购，投资者根据本协议认购的投资者股份数目或会受国际发售及香港公开发售之间的重新分配影响。倘若股份在香港公开发售的总需求出现在本公司最终版招股章程中「全球发售架构 – 香港公开发售 – 重新分配」一节所载之情况，则投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。

附表二

投资者详情

投资者：广东纵行科技有限公司

注册成立地点：	中山市翠亨新区香山大道 34 号创新中心厂房 B 栋 1 楼 A 区
统一社会信用代码：	91442000MA519Y2A3R
商业登记号码：	N/A
法人实体识别号码：	N/A
营业地址及电话号码及联络人：	中山市翠亨新区香山大道 34 号创新中心厂房 B 栋 1 楼 A 区 电话：(86) 010-80728832 联络人：霍舒豪
主要业务：	主要业务为设计、研发、生产及销售安防及环卫机器人。
最终控股股东：	张德兆
最终控股股东的注册成立地点：	N/A
最终控股股东的商业登记号码及法人实体识别号码：	N/A
最终控股股东的主要业务：	N/A

股东及持有权益：

股东名称	持有的股份数/股	比例
张德兆	3,890,000	23.3909%
北京兴睿浩远网络科技合伙企业（有限合伙）	2,010,676	12.0904%
Idol Technology Investment Company Limited(BVI)	1,122,260	6.7482%
杭州顺赢股权投资合伙企业（有限合伙）	949,594	5.7100%
达孜县百瑞翔创业投资管理有限责任公司	946,971	5.6942%

在招股章程中就投资者的描述（包括背景资料）：	广东纵行科技有限公司（简称“广东纵行”）是一家在中国注册成立的公司。专注于利用机器人技术提升安防和环卫工作的智能化水平，提供包括智能监控、自动巡逻和环境清洁在内的全方位服务。广东纵行的实控人是张德兆。就此次基石投资，广东纵行已聘请中海信托股份有限公司

（为合资格境内机构投资者）代其认购并持有相关发售股份。

所属投资者类别（为需在联交所的 FINI 承配人名单范本中载列的或就有关获配售人／承配人需在 FINI 界面披露的类别）：	基石投资者

订立日期：2024 年 12 月 27 日

安徽海螺材料科技股份有限公司

深圳高灯计算机科技有限公司

及

中信建投（国际）融资有限公司

基石投资协议

的近律师行
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本协议于 **2024** 年 **12** 月 **27** 日订立

订约方：

(1) **安徽海螺材料科技股份有限公司**，一家在中国注册成立的股份有限公司，注册地址位于中国安徽省芜湖市皖江江北新兴产业集中区（除托管区域外）通江大道南侧 150 米芜湖市江北新区建设指挥部 G 区 1-301 号（「**本公司**」）；

(2) **深圳高灯计算机科技有限公司**，一家在中国注册成立的公司，注册地址位于深圳市前海深港合作区南山街道兴海大道 3040 号前海世茂金融中心二期 2406（「**投资者**」）；

(3) **中信建投（国际）融资有限公司**，一家在香港注册成立的公司，注册地址位于香港中环康乐广场 8 号交易广场二期 18 楼（「**中信建投**」或「**独家保荐人**」）。

鉴于下述缔约背景：

(A) 本公司正申请以全球发售(「**全球发售**」)的方式将其股份于联交所(定义见下文)主板上市，全球发售包括：

(i) 本公司在香港公开发售 14,498,000 股 H 股（定义见下文）以供公众认购（「**香港公开发售**」）；及

(ii) 根据《证券法》（定义见下文）S 规例（Regulation S）在美国境外（包括向香港的专业和机构投资者配售）有条件配售 130,476,000 股 H 股（「**国际发售**」）。

(B) 就全球发售而言，中信建投担任独家保荐人及整体协调人。

(C) 作为国际发售的一部分，投资者有意根据本协议所载条款及条件透过整体协调人或其联属人士（如有）（作为国际发售相关部分的承销商）认购投资者股份（定义见下文）。

各订约方达成以下协议：

1. 定义及释义

1.1 在本协议（包括上述缔约背景及附表）中，除非文意另有所指，下述各词语及表述具有下述涵义:

「**联属人士**」就特定个人或实体而言，除非文意另有所指，指直接或间接通过一个或多个中介，控制该个人或实体，或受该个人或实体控制，或与该个人或实体共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「正在控制」、「被控制」或「在共同控制之下」）指拥有直接或间接的权力去指令或导致一名人士的管理和政策，不论是通过拥有具表决权证券、订约或其他方式；

「**投资总额**」指相等于发售价乘以投资者股份数目的金额；

「**该等批准**」具有第 6.2(f)条所赋予该词之涵义；

「**联系人/紧密联系人**」具有《上市规则》所赋予该词之涵义；

「**经纪佣金**」指根据费用规则（具有《上市规则》所赋予该词之涵义）第 7(1) 段规定按投资总额的 1.0%计算的每股 H 股经纪佣金；

「**营业日**」指香港持牌银行通常于香港向公众开放办理一般银行业务及香港联交所开放处理证券业务的日子，惟星期六、星期日或香港公众假期除外；

「**中央结算系统**」指由香港中央结算有限公司设立和运营的香港中央结算及交收系统；

「**交易完成**」指根据本协议的条款和条件完成认购投资者股份；

「**《公司条例》**」指《公司条例》（香港法例第 622 章）；

「**《公司（清盘及杂项条文）条例》**」指《公司（清盘及杂项条文）条例》（香港法例第 32 章）；

「**关连人士**」/「**核心关连人士**」具有《上市规则》所赋予该词的涵义；

「**关联关系**」具有《中国证监会备案规则》所赋予该词的涵义及并按照该规则解释；

「**《合约(第三者权利)条例》**」指《合约(第三者权利)条例》（香港法例第 623 章）；

「**控股股东**」，除非文意另有要求，具有《上市规则》所赋予该词之涵义；

「**中国证监会**」指中国证券监督管理委员会；

「**《中国证监会备案规则》**」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》和配套指引则（经不时修订、补充或以其他方式修改）；

「**延迟交付日期**」指，受限于香港公开发售及国际发售的承销协议的签订并成为无条件且未被终止，整体协调人根据第 4.3 条通知投资者的较后日期；

「**处置**」包括（就任何相关股份而言）直接或间接：

(i) 不论直接或间接，且不论有条件或无条件，发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置（包括设立或以协议设立或出售或授出或同意出售或授出任何用以购买的购股权或合约或任何用以购买的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）相关股份或任何其他可转换为或可行使或可交换以获取该等相关股份的证券的任何法定或实益权益，或就相关股份或任何其他可转换为或可行使或可交换该等相关股份的证券的任何法定或实益权益设立任何性质的任何第三方权利，或代表有权获取该等相关股份或就此订立合约；

(ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何实益所有权的任何经济后果或所有权附带权；或

(iii) 直接或间接订立与上文(i) 及(ii)所述任何交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约或公开发布有意进行、订立上文(i) 、(ii) 及(iii)所述的任何上述交易，在各种情况下，均不论上文(i) 、(ii) 及 (iii) 所述的任何上述交易是否将以交付相关股份或任何其他可转换为或可行使或可交换以获取该等相关股份的证券、以现金或以其他方式交付，而「处置」亦应据此诠释；

「**会财局**」指香港会计及财务汇报局；

「**FINI**」具有《上市规则》所赋予该词之涵义；

「**全球发售**」具有上述缔约背景 (A) 段所赋予该词的涵义；

「**政府机构**」指任何政府、监管机构或行政组织、董事会、团体、机构或组织、或任何证券交易所、自我监管组织或其他非政府监管机构、或任何法院、司法机构、审裁处或仲裁员，于各情况下均不限国家、中央、省、州、区、市、地方、国内、国外或超国家的相关组织（包括但不限于联交所、证监会及中国证监会）；

「**本集团**」指本公司及本公司的附属公司，或（按文义所指）就本公司成为本公司现时附属公司的控股公司前的期间而言，该等附属公司及由该等附属公司或（视情况而定）本公司的前身公司经营的业务；

「**《新上市申请人指南》**」指联交所刊发的《新上市申请人指南》（经不时修订、补充或以其他方式修改）；

「**港元**」指香港的法定货币；

「**香港**」指中国香港特别行政区；

「**香港公开发售**」具有上述缔约背景（A）段所赋予该词之涵义；

「**获弥偿方**」具有第 6.5 条所赋予该词的涵义；

「**国际发售**」具有上述缔约背景（A）段所赋予该词的涵义；

「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

「**投资者相关资料**」具有第 6.2(i)条所赋予该词的涵义；

「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的 H 股数目，其根据附表一的规定计算并由本公司和整体协调人厘定；

「**法律**」指所有相关司法管辖区的任何政府机构（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、办法、法例、规则、规定、指引、指导、决定、意见、通知、通告、官方指令、要求、命令、判决、法令或裁定；

「**征费**」指投资总额 0.0027%的证监会交易征费（或上市日期当时的交易征费），投资总额 0.00565%的联交所交易费（或上市日期当时的交易费）及投资总额 0.00015%的会财局交易征费（或上市日期当时的交易征费）；

「**上市日期**」指 H 股首次于联交所主板上市的日期；

「**《上市规则》**」指《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、新上市申请人指南、指引及其他规定（经不时修订、补充或以其他方式修改）；

「**禁售期**」具有第 5.1 条赋予该词之涵义；

「**发售价**」指将根据全球发售所发售或出售的 H 股的每股股份最终港元价格（不包括经纪佣金及征费），将由整体协调人（代表全球发售下的承销商）及本公司就全球发售而厘定（不包括经纪佣金、费用及征费），发售股份将根据全球发售按此价格发售；

「**超额配股权**」具有国际发售通函所赋予该词之涵义；

「**整体协调人**」指本公司就其申请以全球发售的方式将其股份于联交所主板上市而不时委任的整体协调人 （除非文意另有所指）；

「**订约方**」指本协议的合约一方或各方；

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

「**初步发售通函**」指预期由本公司就国际发售向潜在投资者（包括投资者）发出的初步发售通函及其任何补充文件，并经不时修订或补充；

「**专业投资者**」具有《证券及期货条例》附表 1 第 1 部赋予该词之涵义；

「**招股章程**」指本公司将就香港公开发售在香港刊发的最终招股章程；

「**公开文件**」指本公司将就国际发售刊发的初步发售通函及国际发售通函、就香港公开发售在香港的招股章程及正式通知，以及本公司就全球发售可能刊发的该等其他文件及公告，其分别各自经不时修订或补充；

「**监管机构**」具有第 6.2(i)条所赋予该词之涵义；

「**相关股份**」指投资者根据本协议认购的投资者股份，及因任何供股、资本化发行或其他形式之资本重组（不论该等交易是否以现金或其他方式结算）而衍生的任何本公司股份或其他证券或权益；

「**《证券法》**」指经修订的 1933 年《美国证券法》（United States Securities Act of 1933）；

「**证监会**」指香港证券及期货事务监察委员会；

「**《证券及期货条例》**」指《证券及期货条例》（香港法例第 571 章）；

「**H 股**」指本公司股本中每股面值人民币 1 元的普通股，将以港币交易并拟在联交所上市；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有《公司条例》所赋予该词之涵义；

「**美国**」指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人士**」具有《证券法》S 规例（Regulation S）所赋予该词之涵义。

1.2 除非文意另有所指，在本协议中:

(a) 对「**条款**」、「**分款**」或「**附表**」的提述均指对本协议的条款或分款或附表的提述；

(b) 索引、条款及附表标题仅供参考，不得影响本协议的解释；

(c) 上述缔约背景及附表构成本协议的组成部分并具有相同的效力和作用，如同本协议正文所明确载明者，对本协议的任何提述应包括上述缔约背景及附表；

(d) 单数应包括复数，反之亦然；指代一个性别的单词应包括另一性别；

(e) 对本协议或其他文书的提述包括对本协议或其他文书的任何更改或取替；

(f) 对法规、法定条文、规定或规则的提述包括对下列的提述：

(i) 不时合并、修订、补充、修改、重新制定或由任何法规、法定条文、规定或规则取代的法规或条文；

(ii) 任何该法规、法定条文、规定或规则所废除并重新订立的法规或条文（无论有否修改）；及

(iii) 任何按该法规或法定条文所订立的附属法例；

(g) 除非另有指明，否则凡提述时间及日期均为香港时间及日期的提述；

(h) 对「**公司**」的提述应诠释为包括于任何时间及以任何形式注册成立或成立的任何公司、法团或其他法人团体；

(i) 对「**人士**」的提述包括提述个人、企业、公司、法人团体、非法团组织或机构、政府、国家或国家机构、合资企业、协会或合伙企业（不论是否具有独立的法人资格）；

(j) 对「**包括**」的提述应解释为包括但不限于；

(k) 有关香港以外任何司法管辖区的任何诉讼、弥偿、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事物的任何法律词汇的提述，均被视为包括于该司法管辖区与香港有关法律词汇最相近的法律词汇。

2. 投资

2.1 在满足下文第 3 条所述条件（或由各订约方豁免，但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免）后及按照本协议的条款和条件：

(a) 根据及作为国际发售的一部分，并通过整体协调人及/或彼等之联属人士以国际发售相关部分的国际承销商之代表身份，投资者将按发售价认购投资者股份，而本公司将按发售价发行、分配及配售且整体协调人将分配及/或交付(视乎情况而定)或安排分配及/或交付(视乎情况而定)投资者股份予投资者；及

(b) 投资者须就投资者股份根据第 4.2 条支付投资总额、经纪佣金及征费。

2.2 投资者可在不迟于上市日期前三个营业日选择以书面通知本公司、整体协调人及独家保荐人，通过投资者之全资附属公司认购投资者股份，该全资附属公司为专业投资者且 (i) 非美国人士；(ii) 位于美国境外；及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份，惟：

(a) 投资者应促使上述全资拥有附属公司在当日向本公司、整体协调人及独家保荐人提供书面确认，以确认其同意受本协议中由投资者所给予的协议、陈述、保证、承诺、承认及确认的约束。上述由投资者所给予的协议、陈述、保证、承诺、承认及确认均被视为由投资者为其自身及上述全资拥有附属公司所作出；及

(b) 投资者 (i) 无条件及不可撤销地向本公司、整体协调人及独家保荐人保证上述全资拥有附属公司及时、准时及认真履行及遵守其在本协议下的全部协定、协议、责任、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺（如投资者根据本协议直接收购投资者股份，则亦适用）；及 (ii) 承诺按照第 6.5 条应各获弥偿方要求全额赔偿各获弥偿方。就凡因投资者全资附属公司违反本协议的协定、协议、责任、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺或与之有关而直接或间接招致、产生或持续的全部损失、损害、索偿、责任、费用及开支。

投资者在本第 2.2 条下的义务构成直接、主要及无条件的义务，在被要求时向本公司、整体协调人及独家保荐人支付任何上述全资拥有附属公司在本协议下需支付的金额，并履行任何上述全资拥有附属公司在本协议下的义务而无需本公司、整体协调人或独家保荐人先行向上述全资拥有附属公司或任何其他人士作出行动。除文意另有规定外，本协议中「投资者」一词应诠释为包括上述全资拥有附属公司。

2.3 本公司及整体协调人（为其本身及全球发售承销商）、独家保荐人可全权酌情决定全部或部分投资者股份按照第 4.3 条于延迟交付日期交付。

2.4 本公司和整体协调人（为其本身及全球发售承销商）将按他们可能同意的方式厘定发售价。投资者股份的实际数目将由本公司及整体协调人根据附表一厘定。除明显错误外，该厘定将为最终定论且对投资者具约束力。

3. 交易完成的前提条件

3.1 根据第 2.1 条由投资者认购以及由本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或致使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务，仅在以下各条件于交易完成时或之前达成或获豁免（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免）：

(a) 香港公开发售的承销协议和国际发售的承销协议在不迟于该等承销协议指明的时间和日期订立且已生效和，且其所载的所有完成先决条件均已于不晚于该协议中订明的日期及时间达成及成为无条件（根据其各自的原始条款或其后经该等承销协议各方同意后予以豁免或更改），以及任何前述承销协议均未被终止；

(b) 本公司和整体协调人（代表全球发售的承销商）已就全球发售议定发售价；

(c) 联交所上市委员会已批准股份上市及允许 H 股（包括投资者股份及其他适用的豁免及批准）上市及买卖，有关批准、允许或豁免在 H 股开始于联交所买卖前未被撤销；

(d) 任何政府部门未制定或公布任何禁止开展全球发售或本协议所预期的交易的法律，且具有司法管辖权的法院并未作出阻止或禁止开展有关交易的有效命令或强制令；及

(e) 投资者在本协议下的各项陈述、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘本协议日期后 180 天（或本公司、投资者、整体协调人及独家保荐人可能书面约定的其他日期）当日或之前第 3.1 条所载的任何条件未能达成或获豁免（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以豁免，而第 3.1(e) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免），投资者购买投资者股份及本公司和整体协调人发行、分配、配售及/或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议支付的任何款项须不计利息在商业可行的情况下（且无论如何不迟于本协议终止日期起计 30 天内） 退还予投资者，而本协议将告终止并不再具有效力，而本公司、整体协调人及/或独家保荐人的全部义务及责任将告停及终止，惟本协议根据第 3.2 条终止并不损害任何订约方于有关终止时或之前就本协议的条款对其他订约方已存在的权利或责任。为免生疑问，本条款的任何部分不得被诠释为授予投资者权利以使其于截至根据本条款上述日期之期间就其根据本协议各自作出的陈述、保证及承诺及确认的任何违反作出补救。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，或者发售价将会在公开文件中列明的指示性范围内，而倘若全球发售基于任何理由延迟或终止，或不在所预期的日期及时间前完成，又或无法完成，或者发售价不在公开文件中列明的指示性范围内，本公司、整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃基于全球发售基于任何理由不在所预期的日期及时间前完成或无法完成，又或者发售价不在公开文件中列明的指示性范围内而向本公司、及/ 或独家保荐人或彼等各自的联属人士提起任何申索或诉讼的任何权利(如有)。

4. 交易完成

4.1 受第3条及本第4条所规限，投资者将根据及作为全球发售的一部分通过整体协调人（及/或其联属人士）以他们作为国际发售相关部分的国际承销商之代表身份按发售价认购投资者股份。因此，投资者股份将在国际发售完成，或在延迟交付日期的同时，按本公司及整体协调人（或其联属人士）决定的时间及方式予以认购。受限于本协议的条文，各方承认交易完成应于国际发售完成时或延迟交付日期同时发生（即投资者股份应由投资者认购）。

4.2 投资者须于上市日期前不少于三个营业日香港时间晚上八时正或之前以港元全额支付所有投资者股份的投资总额及相关经纪佣金与征费。投资者须以立即可用的结算资金按应支付款项于同日之价值（不作出任何扣减或抵销）电汇至整体协调人于不迟于上市日期前四(4)个完整营业日书面通知投资者的港元银行账户（相关通知须包括付款账户的详情及投资者根据本协议应付的总金额）。

4.3 倘若整体协调人以其全权酌情决定投资者股份的全部或任何部分之交付应于上市日期之后的日期（「**延迟交付日期**」） 进行，整体协调人须(i)于上市日期前不少于两(2)个营业日以书面通知投资者将延迟交付的投资者股份数目；及(ii)于实际延迟交付日期前不少于两(2)个营业日以书面通知投资者延迟交付日期，惟延迟交付日期不得迟于超额配股权可能获行使的最后日期之后的三(3)个营业日。倘投资者股份将于延迟交付日期交付予投资者，投资者仍应按第4.2条就投资者股份支付应支付的款项。

4.4 投资者根据第4.2条就投资者股份作出如期支付后，向投资者（或投资者附属公司（视情况而定））交付投资者股份应通过中央结算系统作出，即将投资者股份直接存入中央结算系统中，以计入投资者于不迟于上市日期或根据第 4.3 条决定的延迟交付日期前两(2)个营业日书面通知整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.5 在不损害第4.3条之情况下，交付投资者股份及支付投资总额亦可按本公司、整体协调人、独家保荐人及投资者书面议定的任何其他方式进行，但前提是，支付投资总额及交付投资者股份不得迟于可行使超额配股权最后日期之后的三(3)个营业日。

4.6 倘投资总额以及相关经纪佣金及征费（不论全部或部分）未能按本协议规定的时间及方式支付，则本公司、整体协调人及独家保荐人有权以各自的绝对酌情权终止本协议，而在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任将会停止及终止（但不妨碍本公司、整体协调人及独家保荐人因投资者未能履行彼等在本协议项下的义务而针对投资者提出的任何申索）。于任何情况下，投资者应根据第6.5条全面承担因投资者未能悉数支付投资总额以及经纪佣金及征费而引致或产生之任何损失及损害，并因此按税后基准，对各获弥偿方因此遭受的任何损失及损害予以悉数弥偿，保护获弥偿方免受其害。

4.7 如果由于本公司、整体协调人及独家保荐人无法控制的情况而阻止或延迟履行本协议项下的义务，则本公司、整体协调人及独家保荐人无需因其未能或延迟履行本协议义务承担责任，且有权终止本协议。该等无法控制的情况包括但不限于天灾、洪水、战争（无论宣战或未宣战）、恐怖主义、宣布国家或国际或地区紧急状态、灾难、危机、经济制裁、爆炸、海啸、地震、火山爆发、火灾、骚乱、叛乱、内乱、流行病或大流行病、疾病爆发或升级、罢工、停工、其他工业行动、严重的运输中断、严重的交通阻滞、政府

运作瘫痪、公共秩序混乱、政治不稳定、敌对行动的威胁或升级、电力或其他供应的普遍故障、飞机碰撞、技术故障、意外或机械或电力故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷以及任何现有或未来法律的变更，或任何现有或未来的政府活动等类似情形。

4.8 如未能符合《上市规则》第 8.08(3)条规定，指在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%，整体协调人及公司有唯一及绝对酌情权调整投资者可购买投资者股份的分配以符合《上市规则》第 8.08(3)条的规定。

5. 投资者限制

5.1 受第 5.3 条所规限下，投资者同意，并向本公司、整体协调人及独家保荐人作出契诺及承诺，在未经本公司、整体协调人及独家保荐人事前书面同意的情况下，投资者不会自上市日期（包含上市日期当日）至上市日期起计满六(6)个月之日期（包含该日）止期间（「**禁售期**」）内的任何时间（不论直接或间接）：(i) 以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益；(ii) 允许自身出现其最终实益拥有人层面的控制权（涵义按证监会颁布的《公司收购、合并及股份回购守则》的定义）变动；或(iii) 订立与于上述交易具有相同经济效果的任何其他交易。

5.2 受限于任何适用法律的规定，于禁售期届满后的任何时候，倘其订立任何出售事项或同意或订约或公开宣布有意订立任何出售事项：

(a) 其须于订立任何该等交易前以事先书面通知的形式知会本公司、独家保荐人及整体协调人；及

(b) 其须尽其最大努力以确保不会导致本公司股份出现市场混乱或造市，并遵守全部适用法律以及各司法权区证券交易所的所有有关证券法例及法规，包括《上市规则》、《公司条例》、《公司（清盘及杂项条文）条例》及《证券及期货条例》。

5.3 第 5.1 条的任何规定并不阻止投资者转让全部或部分相关股份予其任何直接或间接全资附属公司，惟于所有情况下：

(a) 至少提前五(5)个营业日向本公司、独家保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，该证明可按本公司、独家保荐人和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) 在进行该转让之前，该全资附属公司给予书面承诺（以本公司、整体协调人及独家保荐人为受益人，且条款均令本公司、整体协调人及独家保荐人满意）其同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务的约束，包括第 5 条所载对投资者施加的限制，犹如该全资附属公司本身受该等义务及限制的规限，并在该转让之前作出投资者在本协议下的相同承认、确认、承诺、陈述及保证；

(c) 该全资附属公司应被视为已给予与第 6 条中相同的承认、确认、承诺、陈述及保证；

(d) 投资者及投资者的该全资附属公司应被视为所有投资者股份的投资者，并共同及各别承担本协议下的所有责任及义务；

(e) 在禁售期届满前的任何时间，若该全资附属公司即将或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，且无论如何在不再是投资者的全资附属公司之前，将其持有的相关股份全部有效地转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须作出（且投资者承诺促致该附属公司作出）书面承诺（以本公司、整体协调人及独家保荐人为受益人，且条款均令本公司、整体协调人及独家保荐人满意），同意将受投资者于本协议项下的义务约束，包括本第 5 条所载对投资者施加的限制，作出本协议项下相同的承认、确认、承诺、陈述及保证，犹如该全资附属公司本身受限于该等义务及限制，并共同及各别承担本协议下的所有责任及义务；

(f) 全资附属公司为 (i) 非美国人士；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得相关股份。

5.4 投资者同意及承诺，除非取得本公司、整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人于本公司全部已发行股本中拥有的总股权（直接及间接）须低于本公司于任何时候全部已发行股本的 10%（或《上市规则》不时就「主要股东」的定义所订定的其他百分比），而投资者不会于上市日起十二(12)个月内成为《上市规则》所指的本公司核心关连人士，并且投资者及其紧密联系人于本公司已发行股本总额的总持股（直接及间接）不得导致本公司公众（于《上市规则》规定且由联交所解释）持股数量低于《上市规则》第 8.08 条规定的比例或联交所不时同意的其他比例。投资人同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及独家保荐人。

5.5 投资者同意投资者将作为自营投资持有本公司的股本，及在本公司、整体协调人及/或独家保荐人的合理要求下向本公司、整体协调人及独家保荐人提供合理证据，以证明投资者乃作为自营投资于本公司股本中持有股权。投资者不得，及应确保他们的任何控股股东、联系人及其实益拥有人均不会在全球发售的累计投标程序中申请或作出指示以认购 H 股（投资者股份除外）或在香港公开发售中作出 H 股申请。

5.6 投资者及其联属人士、董事、高级人员、雇员或代理概不会与本公司、本公司的控股股东、本集团的任何其他成员或其各自的联属人士及上述各方的联系人、董事、高级人员、雇员或代理订立任何与《上市规则》（《新上市申请人指南》第 4.15 章或由监管机构刊发的书面指引）不一致或相悖的协议或安排（包括补充条款）。

5.7 投资者将通过平安证券股份有限公司 （「**QDII 管理人**」）投资投资者股份，该管理人是一家资产管理人，是合格国内机构投资者（「**QDII**」）。投资者无条件且不可撤销地向本公司、整体协调人和独家保荐人承诺并保证：(a) QDII 管理人的聘用完全符合本协议项下认购投资者股份的适用法律法规；(b)其将促使 QDII 各向本公司、整体协调人和独家保荐人交付一份有效签署、具有约束力和可执行的承诺（「**QDII 承诺**」）（格式及内容均令本公司、整体协调人及保荐人满意），承诺投资人将受到、给予、作出和履行一切根据本协议产生或与本协议相关的陈述、保证、赔偿和责任（「**投资者义务**」）；以及(c)其将促使 QDII 适当、准时地履行和遵守所有投资者义务。

6. 承认、陈述、承诺及保证

6.1 投资者向本公司、整体协调人及独家保荐人分别作出陈述、承认、保证、承诺、同意及确认如下：

(a) 本公司、整体协调人、独家保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合作伙伴及代表概未作出任何陈述或任何保证或承诺，表明全球发售将（在任何特定时限内或是否会）进行或完成，或发售价将处于公开文件所载的指示范围。如果全球发售因任何原因延误、未进行或未完成，或发售价非处于公开文件所载的指示范围，前述人士概不会对投资者负有任何责任；

(b) 本协议、投资者的背景资料及本协议所预期订约方之间的关系及安排须在公开文件及全球发售的其他推广及路演材料中披露，而且公开文件及该等其他推广及路演材料及公告会提述投资者，特别是，本协议将为一份重大合约而须就全球发售被递交予香港监管机构及作为展示文件之一，或根据《公司（清盘及杂项条文）条例》及《上市规则》以其他方式处置；

(c) 根据《上市规则》须向联交所或在 FINI 上提交的有关投资者的资料将与本公司、联交所、证监会及其他必要的监管机构共享，并载列入一份综合承配人名单，该名单将在 FINI 上向整体协调人披露；

(d) 发售价仅由且完全由本公司及整体协调人于路演及累计投标过程后根据全球发售的条款及条件厘定，且未必介乎公开文件订明的指示性发售价范围，投资者并无任何权利对之作出任何反对；

(e) 投资者股份将由投资者通过整体协调人及/或彼等之联属人士（以彼等作为国际发售的国际承销商之代表身份）认购；

(f) 投资者将根据及受限于本公司组织章程大纲及细则或其他组成及宪章文件以及本协议之条款及条件接纳投资者股份；

(g) 投资者股份数目可能会因根据《上市规则》第 18 项应用指引、《新上市申请人指南》第 4.14 章或联交所可能不时批准且适用于本公司之其他百分比对国际发售及香港公开发售之间重新分配 H 股而受影响；

(h) 在接近签订本协议时，或其后的在国际发售完成前的任何时间，本公司、整体协调人及独家保荐人已经或可能作为国际发售的一部份和一个或多个其他投资者签订类似投资的协议；

(i) 投资者股份并未且将不会根据《证券法》或美国任何州份或其他司法管辖区的证券法进行登记，且不可于美国境内或向任何美国人士直接或间接发售、转售、质押或另行转让（根据有效登记声明或获豁免遵守《证券法》的登记规定或有关交易无须依循《证券法》的登记规定则除外），亦不可于任何其他司法管辖区直接或间接发售、转售、质押或另行转让（该司法管辖区的适用法律容许则除外）；

(j) 投资者明白及同意投资者股份的转让仅可根据《证券法》S 规例在美国境外通过「离岸交易」（offshore transaction）（定义见《证券法》S 规例），并根据任何

美国州份及任何其他司法管辖区适用的证券法律进行，而代表投资者股份的任何股票应附有备注大致说明上述情况；

(k) 除第 5.3 条规定外，若投资者的全资附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司仍为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(l) 投资者已（及可能于将来）就投资者于投资者股份之投资（及持有投资者股份）收到可能构成重要非公开信息及/或内幕消息（定义见《证券及期货条例》），其：(i)不得向任何人士披露有关信息（按需知情基准向其联属人士、附属公司、董事、高级人员、雇员、顾问和代表（「**获授权接收人**」）仅作评估投资投资者股份的用途或基于法律要求的情况下披露则除外），直至有关信息在投资者或其任何获授权接收人没有过失的情况下成为公开信息为止；(ii) 尽其最大努力确保根据本第 6.1(l) 条获披露有关信息的获授权接收人不会披露有关信息（按严格的需知情基准向其他获授权接收人披露除外）；及(iii)不会及将尽最大努力确保根据本第 6.1(l) 条获披露有关信息的获授权接收人不会以可能导致违反任何与交易相关美国、香港、中国或其他适用司法管辖区的证券法律（包括内幕交易规定）的形式直接或间接购买、出售或买卖本公司或其联属人士或联系人的股份或其他证券或衍生工具或以其他方式就该等 H 股或证券或衍生工具进行交易；

(m) 以保密基础提供予投资者及/或其代表的本协议、招股章程草拟稿及初步发售通函草拟稿所载的信息，以及任何其他可能已以保密基础提供予投资者及/或其代表的材料（不论书面或口头上的），均不可复制、向任何其他人披露、传阅或散播，且已经提供予投资者的任何其他信息或材料可予更改、更新、修订及完成，投资者在决定是否投资投资者股份时不得依赖有关信息或材料。为免生疑问：

(i) 可能已向投资者及/或其代表提供的招股章程草拟本、初步发售通函草拟本或任何其他材料概不构成在任何不允许邀请、要约或招揽收购、购买或认购任何证券的司法管辖区内邀请、要约或招揽收购、购买或认购任何证券，且可能已向投资者及/或其代表提供的招股章程草拟本、初步发售通函草拟本或任何其他材料（不论书面或口头上的）的任何内容概不构成任何合约或承诺的基础；

(ii) 不得根据可能已向投资者及/或其代表提供的初步发售通函草拟本、招股章程草拟本或任何其他材料（不论书面或口头上的）作出或收到任何认购、收购或购买任何 H 股或其他证券的要约或邀请；及

(iii) 可能已向投资者及/或其代表提供的初步发售通函草拟本、招股章程草拟本或任何其他材料（不论书面或口头上的）可能在本协议签订后作出进一步的修改，投资者不应倚赖该等材料以决定是否就投资者股份作出投资；而投资者同意有关修改（如有）及放弃就与有关修改（如有）相关的权利；

(n) 本协议并不（共同或个别地）构成在美国或在就出售证券作出的要约属违法的任何其他司法管辖区就出售证券作出的要约；

(o) 投资者、其任何联属人士或任何代表其或彼等的人士均未参与或将参与任何针对投资者股份的直接销售努力（directed selling efforts）（根据《证券法》S 规例所赋予的含义)；

(p) 投资者已获提供其视为对评估购买投资者股份的利弊及风险而言属必要或可取的一切信息，并得到机会向本公司、整体协调人或独家保荐人提出有关本公司、投资者股份或其他其视为对评估购买投资者股份的利弊及风险而言属必要或可取的疑问并得到解答，而本公司已向投资者或其代理提供一切投资者或代投资者要求有关投资于投资者股份的文件及资料；

(q) 投资者均承认并同意于作出投资决定时，投资者已及将仅依赖本公司将发出的国际发售通函所载之资料，而非由或代表本公司、整体协调人及/或独家保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士） 可能于本协议日期或之前向投资者提供的任何其他资料，而本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士概无就并没有载于国际发售通函内的任何资料或材料的准确性或完整性作出任何陈述或给予任何保证或承诺，且本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士概不就投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士使用或依赖该等资料或材料或者就没有载于国际发售通函的任何资料而向投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合作伙伴及联属人士承担任何责任；

(r) 本公司、整体协调人、独家保荐人及其各自的代表人不会就全球发售将会或将在任何特定时期内或将不会进行或完成或发售价处于发售通函或招股说明书所列指示性范围作出任何陈述，亦不作任何此类保证或承诺，亦不会因任何原因而导致全球发售推迟进行、无法进行或未能完成，或发售价未处于发售通函或招股说明书所列指示性范围而对投资者承担任何责任；

(s) 本公司、整体协调人、独家保荐人、其他全球发售承销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合作伙伴及顾问概未就投资者股份或认购、购买或发售投资者股份之利弊，或就本公司或本集团其他成员的业务、营运、前景或状况、财务或其他方面，或就与此有关的任何其他事宜而向投资者作出任何保证、陈述、承诺或建议；且除国际发售通函所提供者外，本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概未就投资者股份或认购、购买或发售投资者股份之利弊，或就本公司或其附属公司的业务、营运、前景或状况、财务或其他方面，或就与此有关的任何其他事宜而向投资者作出任何保证、声明或建议；

(t) 投资者将不会有提名或任命任何董事或管理人员的权利；

(u) 投资者会就其（直接或间接）处置任何投资者为或将（直接或间接）为或招股章程显示为相关股份之实益拥有人的相关股份遵守本协议、《上市规则》及任何适用法律不时之所有适用于投资者的所有限制（如有）；

(v) 于作出本协议项下的投资决定时，投资者已对本公司、本集团及投资者股份以及本协议所载投资者股份认购条款自行进行调查，且已在其认为必要或适宜时获得、参考并依赖其认为必要或适当的独立意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面），或以其他方式已信纳关于投资于投资者股份的税务、监管、财务、金融、会计、法律、货币及其他方面以及投资者投资于投资者股份的合适性，且并未及将无权依赖由或代表本公司或任何整体协调人、独家保荐人、资本市场中介人或其他承销商就全球发售取得或进行之任何意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他意见或告慰（视乎情况而定）。本公司、整体协调人、独家保荐人或彼等各自的联系人、联属人士、 董事、高级职员、雇员、顾问或代表概不就购买投资者股份或有关买卖投资者股份的任何税务、法律、货币或其他经济或其他后果负责；

(w) 投资者明白投资者股份现时并无公开市场，而本公司、整体协调人及独家保荐人概不保证投资者股份一定会出现公开的市场，且本公司、整体协调人、独家保荐人、国际承销商或其各自的代表人以及参与全球发售的任何其他方均不保证投资者股票将会存在公共或活跃的市场；

(x) 倘全球发售因任何原因而延迟或终止或者无法完成，本公司、整体协调人、独家保荐人或彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表概不会对投资者或其附属公司负责；

(y) 本公司及整体协调人将有绝对酌情更改或调整(i)根据全球发售将予发行的 H 股数目；及(ii) 香港公开发售及国际发售分别将予发行的 H 股数目；

(z) 本公司及整体协调人将有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)条的规定，该规则规定于上市日期由本公司持股量最高的三名公众股东实益拥有的股份不得超过公众持有股份的 50%； 及

(aa) 投资者已同意将于上市日期或根据第 4.5 条可能议定的其他日期香港时间上午八时正或之前支付投资总额以及相关经纪佣金及征费；。

6.2 投资者（为其本身及代表其全资附属公司）进一步向本公司、整体协调人及独家保荐人作出陈述、声明、保证、承认、同意、确认及承诺如下：

(a) 投资者根据其注册成立地点的法律正式注册成立并有效存续，并无任何清盘呈请、清盘命令或通过有效的清盘决议案；

(b) 投资者有完全的法律权利、公司权利及授权以拥有、使用、租赁及经营其资产（包括但不限于物业资产），以及按现行方式经营和开展其目前所经营和开展的业务；

(c) 投资者拥有全面权力、授权及能力，且已采取所需的一切行动（包括取得任何政府及监管机构或其他第三方的所有必需的同意、批准及授权），签立及交付本协议、订立及进行本协议项下的交易以及履行本协议项下之义务；

(d) 本协议已获投资者正式授权、签立及交付，并构成合法有效而且对投资者具约束力及可根据本协议的条款对其强制执行；

(e) 投资者已采取并将于本协议有效期内采取一切必要步骤以履行其于本协议项下的义务、 使本协议及本协议项下拟进行的交易具有效力，并遵守所有相关法律；

(f) 已取得所有根据任何适用于投资者的相关法律且投资者根据本协议就认购投资者股份须取得的同意、批准、授权、许可及注册(「**该等批准**」)，且该等批准具十足效力及作用，且没有被视作无效、撤销、撤回或搁置，该等批准概无受任何尚未达成或履行的先决条件所限制。投资者进一步同意并承诺，如果任何该等批准因任何原因不再具十足效力及作用或被视作无效、被撤销、被撤回或被搁置，则投资者会立即以书面形式通知本公司、独家保荐人及整体协调人；

(g) 投资者签立及交付本协议、履行其于本协议下的义务及认购投资者股份将不会抵触或导致抵触：(i)投资者的组织章程大纲及组织章程细则（或同等章程文件）的任何条文；或(ii) 投资者就本协议下拟议的交易须遵守的任何司法管辖区的法律，或就投资者认购投资者股份适用于投资者的任何司法管辖区的法律；或(iii)投资者参与订立或对其具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府机构的任何判决、命令或判令；

(h) 其并非本公司的联属人士或代表本公司或该联属人士行事之人士；

(i) 其已并将遵守所有司法管辖区与认购投资者股份相关的适用法律，包括直接或间接地通过本公司、整体协调人及/或独家保荐人向或致使或促使向联交所、证监会、中国证监会及／或任何其他政府、公共、金融或监管机构、团体或证券交易所（「**监管机构**」）在任何该等监管机构要求的任何时间内提供在各种情况下按照适用法律规定或任何监管机构不时要求披露的资料，或致使或促使该等资料予以提供，并同意和认可就该等资料的披露。有关资料包括但不限于：(i)投资者及其最终实益拥有人及/或最终负责就认购投资者股份作出指示的人士的身份资料（包括但不限于彼等各自的姓名／名称及注册成立地点）；(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细节、投资者股份的数量、投资总额，以及本协议项下的禁售限制）；(iii)涉及投资者股份的任何掉期合约安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人以及该掉期合约安排或其他金融或投资产品的提供者的身份资料）；及／或(iv)投资者或其实益拥有人及联系人与本公司及其任何股东之间的任何关联关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、整体协调人、独家保荐人或彼等各自的联属人士、董事、高级管理人员、雇员、顾问及代表按照《上市规则》或适用法律的规定或任何相关监管机构的要求下向相关监管机构及／或在任何公开文件或其他公告或文件中披露任何投资者相关资料；

(j) 于作出本协议项下的投资决定时，投资者具备有关金融、投资、财务及业务事宜的知识及经验，以评估信誉、市场及所有其他相关风险的专业知识，即(i)其有能力评估于预期投资投资者股份的利弊、风险并保护其利益；(ii)其有能力承担有关投资的经济风险，包括但不限于完全损失于投资者股份的投资；(iii)其已收到所有其认为就决定是否投资于投资者股份而言属必需或合适的资料，以决定是否投资

于投资者股份；及(iv) 其在投资于处于类似发展阶段的公司证券的交易方面具有一定经验；

(k) 投资者认购投资者股份乃为其利益及仅为自身投资目的，并无意进行证券法所指的分销或公开转售该等股份；

(l) 其日常业务为购买或出售股份或债券，或其为专业投资者，而透过订立本协议，其并非任何整体协调人或独家保荐人就本协议项下拟进行之交易的客户；

(m) 其作为当事人为其本身作自行投资认购投资者股份作投资之用，并无考虑分派任何其根据本协议认购的投资者股份，且投资者无权提名任何人士出任本公司董事及高级职员；

(n) 如果投资者于美国境外认购投资者股份，则该认购是以「离岸交易」（定义见《证券法》S 规例）方式进行且投资者并非美国人士；

(o) 投资者认购投资者股份乃获豁免遵守《证券法》的登记规定（或不需符合有关规定）的交易；

(p) 投资者、其联属人士或任何代表其行事之人士均未参与或将会参与任何与 H 股有关的直接销售活动（定义见 S 条例）并其了解于本协议下证券的要约并（共同或个别）不构成对于美国、香港或其他法治管辖区公众的证券出售要约；

(q) 投资者、及其的实益拥有人及/或联系人(i) 均为独立于本公司的第三方；(ii)并非本公司关连人士（定义见《上市规则》）或联系人，而投资者认购/投资者股份将不会导致投资者及其实益拥有人成为本公司的关连人士（定义见《上市规则》）（尽管投资者与任何其他方可能订立（或已订立）本协议提述的任何其他协议之关系），并将于本协议完成后独立于且并非与（就本公司的控制权而言）任何关连人士一致行动（定义见香港《公司收购及合并守则》）；及(iii) 有财务能力履行本协议项下的所有义务；(iv) 并非由(a)本公司任何关连人士（定义见《上市规则》）或(b)本公司 、本公司或其任何附属公司的董事、最高行政人员、控股股东、主要股东或现有股东，或任何该等人士的紧密联系人（定义见《上市规则》），直接或间接融资、资助或支持, 且并无习惯听取及并无听取任何该等关连人士（或该关连人士的联系人）就本公司证券的收购、出售、投票或其他处置作出的任何指示；及(v)与本公司或其任何股东不存在关联关系。亦不会在本公司的“控制”（定义见《公司收购、合并及股份回购守则》）方面与本公司的任何关连人士（或该关连人士的联系人）采取一致行动；

(r) 投资者、其实益拥有人及/或联系人均并非任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售承销商、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」具有《上市规则》附录 F1（股本证券的配售指引）赋予的涵义；

(s) 投资者的账户并非由相关交易所参与者（定义见《上市规则》）按全权管理投资组合协议管理。「全权管理投资组合」一词具《上市规则》附录 F1《股本证券的配售指引》所赋予该词的涵义；

(t) 投资者、其实益持有人，及其各自的联系人都并非本公司的董事（包括在过去 12 个月内的董事）、监事或现有股东或其联系人或上述人士的代名人；

(u) 除非事先书面通知联席保荐人及整体协调人，否则投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单范本中载列的或 FINI 界面或《上市规则》要求就获配售人／承配人披露的任何获配售人／承配人类别（「基石投资者」除外）；或 (b) 根据《上市规则》（包括《上市规则》第 12.08A 条）须在本公司配发结果公告中交待的各类获配售人；

(v) 投资者并未且将不会就分销 H 股与任何「分销商」（定义见《证券法》S 规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(w) 投资者认购投资者股份将符合《上市规则》附录 F1（股本证券的配售指引）及《新上市申请人指南》第 4.15 章或任何由监管机构刊发的书面指引所载的规定；

(x) 投资者、其实益拥有人及/或联系人概无获本公司的任何关连人士、或任何整体协调人、独家保荐人、资本市场中介人、或任何其他全球发售承销商的任何一方直接或间接提供资金或支持以在根据本协议认购投资者股份。投资者及其联系人（如有）均独立于且与其他已参与或将参与全球发售的投资者或其任何联系人没有任何关联；

(y) 除本协议所规定者外，投资者并无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺；

(z) 投资者、其实益拥有人及／或联系人概无订立且将不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；及

(aa) 投资者并未获得也无意获得贷款或其他形式的债务融资以履行其在本协议项下的付款义务.

6.3 投资者向本公司、整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的集团公司的描述，以及提供予监管机构及/或本公司、联席保荐人、整体协调人及彼等之联属人士及/或按该等人士或机构要求的所有投资者相关资料，均在所有方面属真实、完整及准确且无误导性。在不损害第 6.1(b) 条的前提下，投资者不可撤销地同意，在本公司、整体协调人及独家保荐人全权认为有必要的情况下，于公开文件以及本公司、整体协调人及/或独家保荐人就全球发售可能发布（或其他人士代表该等人士发布）的推广、路演材料及其他公布内中提述及纳入其名称以及有关本协议的全部或部分描述（包括附表二所载的描述）。投资者承诺尽快提供本公司、整体协调人及/或独家保荐人可能合理要求与其有关、或与其拥有权（包括最终实益拥有权）有关及/或其他事宜的进一步信息及/或支持文件，以确保其遵守适用的公司或证券登记及/或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者谨此同意，于审阅不时提供给投资者将载于公开文件及有关全球发售的其他推广材料之草拟本的关于其及其所属的集团公司的描述，并作出投资者可能合理要求的修订（如有）后，投资者就会被视作已保证有关其及其所属的集团公司的描述均在所有方面属真实、准确及完整且无误导性。

6.4 投资者明白，第 6.1 及 6.2 条所载的声明及承认乃就香港法律及美国证券法等所需要而作

出。投资者承认，本公司、整体协调人、独家保荐人、资本市场中介人、承销商、及其各自的附属公司、代理、联属人士及顾问及其他人士将依赖本协议所载投资者的保证、承诺、陈述及承认的真实性、完整性及准确性，且投资者同意，如本协议所载的任何保证、承诺、陈述及承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及独家保荐人。

6.5 投资者同意及承诺，在经要求后，投资者按税后基准对本公司、整体协调人及、独家保荐人、资本市场中介人及全球发售的承销商（为彼等本身及以信托形式代各自之联属人士、任何《证券法》定义下控制其之人士以及各自的高级职员、董事、雇员、员工、联系人、合作伙伴、代理及代表（统称「**获弥偿方**」））就投资者股份的认购、投资者股份或本协议（包括由投资者或其高级人员、董事、雇员、联属人士、代理、代表、联系人或合作伙伴违反本协议或被指称违反本协议或任何行为或作为或被指称作为或不作为）而可能以任何方式针对任何获弥偿方提起或确立的任何及所有损失、费用、成本、开支、申索、诉讼、负债、行动、法律程序或损害赔偿（无论以何种方式对该获补偿方作出或确立）。及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、费用、损失或开支，全面及有效地以税后基准弥偿获弥偿方，使之免受损害。

6.6 投资者均理解并同意（其中包括）香港及美国法律要求投资者作出保证。投资者均确认本公司、整体协调人及独家保荐人及/或其他人士（包括参与全球发售的其他承销商）及彼等各自的附属公司或代表人将依赖当中所载的投资者保证的真实性、完整性及准确性，且其同意，倘若本协议当中的任何投资者的保证不再为真实、完整及准确或变为具有误导性，将立即书面通知本公司、整体协调人及独家保荐人。

6.7 投资者的保证应被解释为各自的单独保证、陈述及承诺。于第 6 条（视乎情况而言）下作出的承认、确认、陈述、保证及承诺均为单独的承认、确认、陈述、保证或承诺，且须被视为于上市日期 及于延迟交付日期（如适用）有效存续且重复履行，并在本协议的执行后有效存续并直至全球发售完成。

6.8 本公司向投资者声明及保证：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 本协议已被正式授权、执行并送达并构成有效和具约束力的义务，并可根据其条款强制执行；

(c) 其拥有订立及履行本协议下义务的全部权力、授权及能力，及已就此采取所有必要行动；

(d) 于付款后及受第 5.1 条规定的禁售期所限，根据第 4.4 条向投资者交付投资者股份时，该等股份于发行及交付时已缴足股款，不附带所有认购权、留置权、押记、抵押、质押、申索、衡平法上的权利、优先购买权、产权负担及/或其他第三方权利，及与其时已发行并于联交所上市之 H 股具同等地位；

(e) 本公司及其控股股东（定义见《上市规则》）、本集团的任何其他成员及其各自的联属人士、董事、高级职员、雇员及代理概无与投资者或其的联属人士、董事、高级职员、雇员或代理订立任何不符合《上市规则》（包括《新上市申请人指南》

第 4.15 章或任何由监管机构刊发的书面指引）的安排或协议（包括任何补充条款）；及

(f) 除本协议规定外，本公司或本集团的任何其他成员，以及其各自的联属人士、董事、高级职员、雇员或代理，均没有与其他政府机构或任何第三方签订任何有关投资者股份的安排、协议或承诺。

6.9 本公司承认、确认及同意，投资者将依赖于国际发售通函所载的资料，而就国际发售通函而言, 投资者与于国际发售中购买 H 股的其他投资者享有相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第 3.2 条或第 4.6 条予以终止；

(b) （即使本协议已有任何相反规定）在投资者在国际发售完成或（如适用）延迟交付日期或之前严重违反本协议（包括投资者（或如有根据第 5.3 条转让投资者股份的情况，持有投资者股份的投资方的全资附属公司）严重违反其在本协议下作出的任何陈述，保证、承诺及确认）的情况下，仅由本公司或仅由整体协调人及独家保荐人个别的予以终止；或

(c) 经本协议所有订约方书面同意于本协议日期至期限届满日期前予以终止。

7.2 倘本协议根据第 7.1 条予以终止，订约方无需履行其在本协议项下各自之义务（下文第 8.1 条所规定的保密义务除外），而订约方在本协议项下的权利及责任（下文第 11 条所规定的 权利除外）应予以终止，且概无订约方可针对任何其他订约方提出申索（惟不损害任何订约方于有关终止时或之前就本协议所载条款的累算权利或对其他订约方的责任。尽管有上述规定，第 6.5 条以及投资者提供的赔偿在本协议终止后仍然有效。

7.3 如果投资者于完成日或延迟交付日期或之前违反第 6 条项下的保证，尽管本协议可能载有相反规定，本公司、独家保荐人及整体协调人应有权解除本协议，而订约方的所有义务将告终止。尽管有上述规定，投资者于本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

8. 公告及保密

8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他订约方事先书面同意，任何订约方均不得披露与本协议或本协议项下的交易或涉及本公司、整体协调人、独家保荐人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何订约方可：

(a) 向联交所、证监会及/或本公司、整体协调人及独家保荐人所相关的监管机构披露本协议，而投资者的背景及本公司与投资者之间的关系可在本公司将刊发之公开文件以及本公司、整体协调人及/或独家保荐人将就全球发售发布的推广、路演材料及其他公布内中进行描述；

(b) 向该订约方的法律顾问、财务顾问、审计师及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理（仅按需要知道的原则）披露本协议，前提是该订约方 (i)须促使其各法律顾问、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务，及 (ii) 对该等法律顾问、财务及其他顾问以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 基于任何相关法律、政府机构或对该订约方有管辖权的机构（包括联交所、证监会及中国证监会））或证券交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为一份重大合约递交给香港公司注册处以作登记及作为展示文件之一）的要求，或任何主管政府机构的任何具有约束力的判决、命令或要求而披露本协议。

8.2 投资者不得就本协议或任何相关事宜作出其他提述或披露，惟投资者已事先咨询本公司、整体协调人及独家保荐人并获得他们就该披露的原则、形式及内容上的书面同意则除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在刊发之前提供给投资者审阅。投资者须与本公司、整体协调人及独家保荐人通力合作，以确保该等公开文件中与之有关的所有提述均为真实、准确及不具误导性，并应从速向本公司、整体协调人及独家保荐人及彼等之法律顾问提供任何意见及验证文件。

8.4 投资者承诺，就准备任何第 8.1 条所提述需要的披露从速提供一切合理所需之协助（包括但不限于向本公司、整体协调人及独家保荐人提供其可能合理要求与其有关、或与其拥有权（包括最终实益拥有权）有关及/或其他涉及第 8.1 条提述事宜的进一步信息及/或支持文件，配合进行尽职调查），以 (i) 在本协议日期之后更新公开文件中有关投资者的描述；及 (ii) 令本公司、整体协调人及独家保荐人能够遵守适用的公司或证券登记及/或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者应与本公司、独家保荐人及整体协调人合作，以确保该等公开文件中对其的所有提及是真实、完整、准确和无误的，且公开文件中没有遗漏有关其的重大信息，并应及时向本公司、独家保荐人及整体协调人及其各自律师提供任何意见和核查文件。

9. 通知

9.1 本协议下的任何通知均应以英文或中文书面作出，并按第 9.2 条的规定交付至下列地址：

若通知本公司：

地址： 安徽省芜湖市弋江区九华南路 1005 号火龙岗街道海螺国际会议中心
收件人： 董事会

若通知投资者：

地址：深圳市前海深港合作区南山街道兴海大道 3040 号前海世茂金融中心二期 2406
收件人： 徐思杭

邮箱：hannah.xu@goldentec.com

若通知中信建投（国际）融资有限公司：

地址： 香港中环康乐广场 8 号交易广场二期 18 楼
传真： +852 2180 9495
收件人： Project RiverTown Team
邮箱： Project.RiverTown@csci.hk/Project.RiverTown.ECM@csci.hk

9.2 本协议下任何通知应以专人递送或通过传真或电邮发送或以邮件(邮资已付)寄发。通知如以专人递送，应在交付时视为收到；如通过传真发送，应在收到传送确认时视为收到；如通过电邮发送，除非收到未送达信息，应在传送时视为收到；如通过邮件(邮资已付)寄发，在未有更早收到的证据的情况下，应在寄出后 48 个小时后（或如通过空邮寄发，则为六日后）视为收到。在非营业日收到的任何通知均应视为在下一个营业日收到。

10. 一般事项

10.1 各订约方确认并声明，本协议已经由其正式授权、签立及交付，并构成其合法，有效及具有约束力的义务，并可根据本协议的条款对其强制执行。除本公司为进行全球发售而可能需要得到的该等同意、批准及授权外，该订约方在履行其在本协议项下的义务时无需公司、股东或其他同意、批准及授权，且各订约方进一步确认其可履行本协议所述的义务。

10.2 本协议所规定的独家保荐人及整体协调人各自的义务属个别义务（而非共同的或共同及个别的义务）。任何独家保荐人或整体协调人概不会就任何其他独家保荐人或整体协调人未能履行本协议项下彼等各自的义务而承担任何责任，且任何其他独家保荐人或整体协调人未能履行本协议项下彼等各自的义务也不影响任何其他独家保荐人或整体协调人行使本协议条款的权利。尽管有上述规定，各独家保荐人及整体协调人有权单独或连同其他独家保荐人或整体协调人行使其于本协议项下的任何或所有权利，惟以适用法律允许者为限。

10.3 本公司及整体协调人为本协议就投资者股份数目及发售价以真诚作出的计算及判断应为最终决定，惟明显错误除外。

10.4 投资者、本公司、整体协调人及独家保荐人应就任何为达到本协议目的或与之有关而需要或可能需要给予第三方任何通知或从第三方获得同意及/或批准通力合作。

10.5 除非经各订约方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.6 本协议将仅以中文签署。

10.7 除非有关订约方另行书面同意，否则各订约方应各自承担与本协议有关的法律及专业费用、成本及开支，惟因本协议中拟进行的任何交易产生的印花税应由相关转让人/卖方及相关受让人/买方平均摊分承担。

10.8 时间是本协议的关键要素，惟本协议中提及的任何时间、日期或期间可经各订约方书面协议后予以延长。

10.9 除非经各订约方书面同意终止，本协议的所有条文在其可履行或遵守的情况下，即使按照第 4 条交易完成，仍然具有十足效力及作用，惟已经履行的事项除外。

10.10 除投资者订立的保密协议外，本协议构成各订约方就投资者投资于本公司的全部协议及理解。 本协议取代之前所有有关主体事项的承诺、担保、保证、声明、通讯、谅解及协议，不论是经书面或口头作出。

10.11 在本第 10.11 条另有规定的范围内，非本协议订约方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，惟此并不影响第三方现有或属第三者合约（第三者权利）条例外的任何权利或补救措施：

(a) 获弥偿方可以强制执行并依赖第 6.5 条，犹如彼等为本协议的订约方。

(b) 本协议可在未经第 10.11(a) 条所述人士同意的情况下被终止或撤销，而本协议任何条款可在未经第 10.11(a) 条所述人士同意的情况下被修订、变更或豁免。

10.12 整体协调人及独家保荐人有权并谨此获授权以其认为合适的方式及条款将其全部或任何相关权利、职责、权力及酌情权转授予其任何一名或多名联属人士（无论是否办妥正式手续及毋须就有关转授另行通知本公司或投资者）。尽管有任何有关转授，有关整体协调人或独家保荐人应对依据本第 10.12 条规定委以相关权利、职责、权力及酌情权的任何联属人士的所有作为及不作为负责。

10.13 某订约方延误或无法行使或强制执行（全部或部分）本协议或法律上所赋予的任何权利不得作为解除或豁免或以任何方式限制该订约方进一步行使或执行该或其他权利的能力，透过单独或部分行使任何此类权利或补救措施亦不得妨碍任何其他或进一步行使该权利或补救措施，或行使任何其他权利或补救措施。本协议规定的权利、权力及补救措施属累积性，并不排除任何不论是依据法律或以其他情况所赋予的权利、权力及补救措施。除非豁免以书面形式作出且由被请求豁免的订约方签署，否则就本协议任何条款的违反给予的豁免均不具效力，条款亦未隐含有关豁免。

10.14 倘本协议的任何条款于任何时候在任何司法管辖区的法律下在任何方面属或变得不和法、无效或不可强制执行，这情况不得影响或损害：

(a) 本协议的任何其他条款在该司法管辖区内的合法性、有效性或可强制执行性；或

(b) 本协议的该条款或任何其他条款于任何其他司法管辖区法律的合法性、有效性或可强制执行性。

10.15 本协议对订约方及彼等各自之继承人、遗嘱执行人、遗产管理人、继承人及获许可的受让人具有约束力，亦仅有利于该等人士。任何其他人士概不得根据或凭借本协议取得或拥有任何权利。除为内部重组的目的外，订约方不得转移或转让本协议下的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。

10.16 在不损害向投资者就其他订约方遭受的所有损失及损害提出索偿的权利的情况下，倘若在上市日期或延迟交付日期（如适用）或之前，投资者违反任何保证，即使本协议有任

何相反规定，本公司、整体协调人及独家保荐人应有撤销本协议的权利，而各订约方在本协议项下的所有义务应即时终止。

10.17 各订约方向其他订约方承诺其会促使签立及履行其他需要的文件及行动，及促使该等文件及行动的签立及履行，以令本协议的条款生效。

11. 管限法律及司法管辖权

11.2 本协议及各订约方之间的关系应受香港法例管辖并按照香港法例解释。

11.3 因本协议引起或与本协议有关的任何纠纷、争议或申索，或本协议的违反、终止或失效，均应根据提交仲裁申请当日生效的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地点应为香港，应有三名仲裁员，仲裁程序应以中文进行。仲裁庭的判决和裁决属最终判决和裁决，对各订约方具有约束力，可以在任何具有管辖权的法院登录及执行，而各订约方不可撤回及无条件地放弃向司法当局作出任何形式的上诉、复核或追索的权利（在其可有效地放弃权利的前提下）。尽管有上述规定，在任命仲裁庭之前，各订约方有权寻求具有管辖权的法院的临时强制性济助或其他临时济助。在不影响国家法院管辖下可能提供的临时补救措施的情况下，仲裁庭应有充分的权力授予临时补救措施或命令订约方请求法院修改或撤销法院所颁令的临时或初步救济，并就任何一方未能遵守仲裁庭的命令作出损害赔偿的判决。

12. 豁免权

12.1 如果在任何司法管辖区的任何诉讼程序（包括仲裁程序）中，投资者（基于主权或刑事法或其他方式）拥有或可申请为其自身或其资产、财产或收入针对以下各项的任何豁免权：任何法律行动、起诉、诉讼程序或其他法律程序（包括仲裁程序），抵销或反诉、任何法院的管辖权、法律程序文件送达、因任何判决、裁定、决定、判令或裁决（包括任何仲裁裁决）被扣押或辅助执行扣押、或为给予任何救济或执行任何判决、裁定、决定、判令或裁决（包括任何仲裁裁决）而进行的其他法律行动、起诉、或诉讼程序，或者在任何此类诉讼程序中存在可能归于其自身或其资产、财产或收入的任何有关豁免（无论是否要求取得），投资人均在此不可撤回及无条件地放弃并同意不就任何该等诉讼程序申请或要求取得任何该等豁免。

13. 法律程序文件代理人

13.1 投资者不可撤销地委任徐思杭（地址为 深圳市前海深港合作区南山街道兴海大道 3040 号前海世茂金融中心二期 2406）为其并代表其收取在香港收取送达的法律程序文件。交付予该法律程序文件代理人时应视为已完成送达有关法律程序文件（不论法律程序文件是否转寄至投资者或投资者是否收到该法律程序文件）。

13.2 倘因任何理由，法律程序文件代理人不再能够担任法律程序文件代理人或不再拥有香港地址，投资者不可撤回地同意委任一家本公司、整体协调人及独家保荐人均可以接受的替代法律程序文件代理人，并在该委任后 30 天内向本公司、整体协调人及独家保荐人交付新法律程序文件代理人接受委任书的副本。

14. 对应本

14.1 本协议可以任何数量的对应本签立，并由各订约方以单独的对应本签立。各对应本均为

原件，但所有对应本应共同构成一分相同的文书。通过电子邮件附件(PDF)或传真印件交付本协议签名页的对应本为有效的交付方式。

兹证明，由各订约方的正式授权签字人于首页所载日期签立本协议。

代表：
安徽海螺材料科技股份有限公司



签署人：

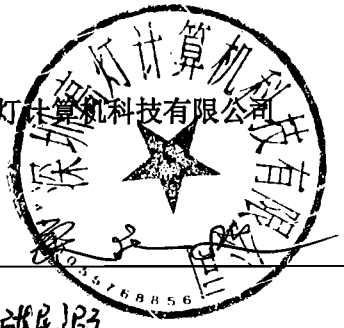
姓名：

职位：

代表：

深圳高灯计算机科技有限公司

签署人：



姓名：

职位：

代表：

中信建投（国际）融资有限公司

签署人:

Zhao Xin

姓名：赵鑫
职位：执行董事

附表一

投资者股份

投资者股份数目

投资者股份的数目应相当于 60,000,000 人民币的港元（按投资者实际换汇的港元兑人民币汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费），除以 (2) 发售价（向下调整至最接近 1,000 股股份的整数每手买卖单位）。

根据《上市规则》第 18 项应用指引第 4.2 段、《新上市申请人指南》第 4.14 章及联交所给予的豁免（如有），倘若香港公开发售股份超额认购，投资者根据本协议认购的投资者股份数目或会受国际发售及香港公开发售之间的重新分配影响。倘若股份在香港公开发售的总需求出现在本公司最终版招股章程中「全球发售架构 – 香港公开发售 – 重新分配」一节所载之情况，则投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。

附表二

投资者详情

投资者：

注册成立地点：	深圳市前海深港合作区南山街道兴海大道3040号前海世茂金融中心二期2406
注册成立证书编号：	91469027MA5RH09M0R
商业登记号码：	469027001115730
法人实体识别号码：	91469027MA5RH09M0R
营业地址：	深圳市前海深港合作区南山街道兴海大道3040号前海世茂金融中心二期2406
主要业务：	软件和信息技术服务业
最终控股股东：	金超、张民遐、李迪、莫晓盛、深圳帕米尔山科技合伙企业（有限合伙）、澄迈高灯共生信息科技中心（有限合伙）为一致行动人
深圳帕米尔山科技合伙企业（有限合伙）的注册成立地点：	中国
澄迈高灯共生信息科技中心（有限合伙）的注册成立地点：	中国
深圳帕米尔山科技合伙企业（有限合伙）最终控股股东的商业登记号码及法人实体识别号码：	914403003596979754
澄迈高灯共生信息科技中心（有限合伙）的商业登记号码及法人实体识别号码：	91469027MA5RGK9Q2L
深圳帕米尔山科技合伙企业（有限合伙）的主要业务：	深圳高灯计算机科技有限公司员工持股平台
澄迈高灯共生信息科技中心（有限合伙）的的主要业务：	深圳高灯计算机科技有限公司员工持股平台
股东及持有权益：	根据一致行动协议，金超(7.9322%)、张民遐(7.9322%)、李迪(2.5277%)、莫晓盛

	(4.7593%)、深圳帕米尔山科技合伙企业（有限合伙）（3.1369%）、澄迈高灯共生信息科技中心（有限合伙）(4.4871%)合共控制深圳高灯超过 30%的股权。
在招股章程中就投资者的描述（包括背景资料）（可根据投资者同意进行修改）：	深圳高灯是一家于 2017 年 5 月 5 日于中国注册成立的有限公司，主要从事运用智能交易服务提升包括交通、生活服务、数字交易、数字人力资源及数字治理在内的各行业体验的业务。其亦为监管机构提供服务，推动数字治理，为各方建立可信的交易平台，从而降低交易成本，提高交易效率，促进数字交易管理。金超、张民遐、李迪、莫晓胜、深圳帕米尔山科技合伙企业（有限合伙）、澄迈高灯共生信息科技中心（有限合伙）为最大一组一致行动的股东，合共控制深圳高灯超过 30%的股权。 就基石投资而言，深圳高灯已委聘平安证券股份有限公司（属合格境内机构投资者）代其认购及持有相关发售股份。作为合格境内机构投资者及资产管理人，平安证券可全权酌情就深圳高灯作出投资决策。
所属投资者类别（为需在联交所的 FINI 承配人名单范本中载列的或就有关获配售人／承配人需在 FINI 界面披露的类别）：	基石投资者

日期：2024 年 12 月 27 日

各契据承诺人
（其名称载列于附表）

及

安徽海螺材料科技股份有限公司
（为其本身及作为其附属公司之受托人）

不竞争契据

的近律师行
香港中环
遮打道18号
历山大厦
5楼
电话：+852 2825 9211
传真：+852 2810 0431
hongkong@deacons.com
www.deacons.com

本契据于 2024 年　　12　月　27　　日由下列各方订立

订约方：

(1)　**各契据承诺人**，其名称及地址载列于附表（各自为“**各承诺人**”，合称“**承诺人**”）；及

(2)　**安徽海螺材料科技股份有限公司**，为一家于中华人民共和国注册成立的股份有限公司，其注册地址为安徽省芜湖市皖江江北新兴产业集中区（除托管区域外）通江大道南侧 150 米芜湖市江北新区建设指挥部G 区1-301 号（“**上市公司**”）（为其本身及作为其附属公司之受托人）。

鉴于：

(A)　上市公司已按全球发售而刊发的招股章程（定义见下文）所述，申请批准 H 股（定义见下文）在联交所（定义见下文）的主板上市和买卖。

(B)　在上市（定义见下文）时，各承诺人将是《上市规则》（定义见下文）所指的该公司的控股股东。

(C)　为避免与上市集团（定义见下文）发生业务竞争，各承诺人同意按照以下所载条款及在该等条款的规限下作出以上市公司（为其本身及作为其附属公司之受托人）团为受益人的若干承诺。

现特此协定如下：

1.　定义及释义

1.1　在本契据（包括以上序文）中，除文意另有所指外，以下措辞应具有以下意义：

“**营业日**”	指香港和中国银行一般对公众开放办理日常银行业务的日子（星期六、星期日或香港和中国公众假期除外）；
“**紧密联系人**”	具有《上市规则》所赋予的意义；
“**先决条件**”	指第 2.1 条所载的各项先决条件；
“**控股股东**”	具有《上市规则》所赋予的意义；
“**董事**”	指上市公司的董事；
“**上市集团**”	指上市公司及其不时的附属公司；
“**中国**”	指中华人民共和国，仅就本契据而言，不包括香港、澳门特别行政区及台湾；
“**香港**”	指中华人民共和国香港特别行政区；

“独立董事会”	指将不时组成的董事会下辖的一个用于考虑第 3.2 条所提述的任何新业务机会的委员会，仅由在有关的新业务机会中没有任何利害关系或权益（不论是实际或潜在、直接或间接）的独立非执行董事组成；
“上市”	指股份在联交所主板的拟议上市；
“上市日期”	指H股在联交所主板开始买卖的日期；
“《上市规则》”	指《联交所证券上市规则》（经不时修订）；
“招股章程”	指上市公司将发行的有关上市的招股章程；
“新业务机会”	指与受限制业务有关的任何新业务投资或其他业务或商业机会；
“各方”，各自为“一方”	指本契据的指名订约方以及他们的继任人及获准受让人；
“受限制业务”	指任何直接或间接地 (或相当可能) 与以下各项发生竞争的活动或业务： (a) 招股章程中披露的上市集团的任何成员公司之现有主营业务；及 (b) 上市集团的任何成员公司不时经营、从事或投资的，或者上市公司在其他情况下已在联交所网站上发布公告以表明其有意经营、从事或投资的任何其他业务（招股章程中已披露的除外业务除外）。
“除外业务”	招股章程中已披露的、承诺人及其紧密联系人已从事或投资的并与上市集团的任何成员公司之现有主营业务有可能构成竞争的活动或业务；
“受制约地区”	指中国及上市集团的任何成员公司不时经营、从事或投资的任何其他业务的国家/地区；
“限制期”	指从上市日期起至以下日期（以较早者为准）止的期间： (a) H 股不再在联交所挂牌（H 股因任何理由在联交所暂时停牌除外）之日期；或

(b) 各承诺人及其紧密联系人单独或共同不再有权在上市公司股东大会上行使或控制行使合共不少于30%的投票权，或者在其他情况下不再是上市公司控股股东之日期；

“**H股**”	指上市公司股本中每股面值人民币1元的境外上市普通股；
“**联交所**”	指香港联合交易所有限公司；
“**附属公司**”	具有《公司条例》（香港法例第622章）所赋予的意义；及
“**认可交易所**”	具有《证券及期货条例》（香港法例第 571 章）所赋予的意义。

1.2 除本契据内另有列明外，对任何法规、法定条文、《上市规则》的提述，都包括对经不时修订、引申适用或重新制定的该法规、法定条文、《上市规则》的提述。

1.3 在本契据中，

(a) 对“**序文**”、“**条**”及“**附表**”的提述是指本契据的序文、条款及附表；

(b) 对单数的提述兼指复数，反之亦然；

(c) 对意指某性别或中性的词语的提述，兼指两个性别及中性；及

(d) 对人士的提述兼指法人团体或非属法人团体的团体。

1.4 标题仅为方便而设，概不影响本契据的诠释。

2. 先决条件

2.1 本契据的生效是取决于下列各项的先决条件得以满足：

(i) 中国证券监督管理委员会及联交所上市委员会批准H股在联交所主板上市及买卖；及

(ii) H股在联交所主板开始买卖。

2.2 如果上述先决条件在2025年1月31日（或各方书面协定的较后日期）或之前未能获得满足，或已经全部获得满足但于该日期后本契据各方依法达成共识以书面形式取消本契据，本契据即告终止并自始无效，且各方都不得对其他方提出任何申索（有关本契据的任何先前违反者除外）。

3. **<u>不竞争承诺</u>**

3.1 在本契据的条款及条件的规限下，各承诺人特此不可撤销及无条件地，各别及共同地向上市公司（为其自身及代表上市集团的其他成员公司）承诺，其在限制期内不会（并将促使其紧密联系人（上市集团的成员公司除外）在限制期内不会）直接或间接地为其自身或者联同或代表任何人士、商号或公司（通过上市集团的任何成员公司除外）（其中包括）在受制约地区经营、参与、从事、取得或持有任何受限制业务、在任何受限制业务中拥有权益（在各情况下不论是作为股东、董事、合伙人、代理、雇员或任何其他身分，亦不论是为了牟利、收取报酬或任何其他目的），但本契据中的任何内容概不妨碍各承诺人或他们的紧密联系人进行以下各项：

(a) 在符合下列情况下，持有或取得公司的股份之权益：

(i) 有关公司或其附属公司经营或从事的任何受限制业务（或与之相关的资产），占该家公司的综合营业额或综合资产的比例少于 10%（按该家公司最近期的经审核综合账目所示）；或

(ii) 有关的承诺人及／或其紧密联系人合共持有的股份总数并不超过该家公司的该类别已发行股份的 30%，而且该名或该等承诺人及其紧密联系人（无论是独自或共同行事）都无权委任该家公司的大部分董事，而且该家公司内应一直存在至少另外一名股东，而该股东（在适用情况下，连同该股东的紧密联系人）于该家公司所持的股权应多于该名或该等承诺人及其紧密联系人持有的股份总数；或

(b) 在独立董事会根据本契据第 3.2(a)条已向有关的承诺人书面确认，独立董事会或上市集团相关成员公司已拒绝该业务机会后，把握与受限制业务竞争的任何业务机会；或

(c) 招股章程已披露的承诺人及其紧密联系人已从事的除外业务。

3.2 在本契据的条款及条件的规限下，各承诺人特此进一步不可撤销及无条件地，各别及共同地向上市公司（为其自身及代表上市集团的其他成员公司）承诺，在限制期内，其将促使其及／或其紧密联系人所辨识或获提呈或提供的任何新业务机会按以下方式首先推介给上市公司：

(a) 有关的承诺人应在其及／或其紧密联系人辨识到或获提呈或提供任何新业务机会后，在合理地切实可行的范围内尽快以书面形式向上市公司通知新业务机会。有关通知应载列新业务机会的性质、目标资产或公司的识别资料（如适用）、投资或收购成本的详情，以及所有上市公司考虑是否把握该新业务机会时所有合理地必需知悉的其他资料；

(b) 在收到上述第 3.2(a)条所提述的通知后，上市公司应在合理及切实可行的范围内，尽快向独立董事会征求有关上市公司应否把握新业务机会的批准；

(c) 在考虑上市公司应否把握新业务机会时，独立董事会将考虑一切有关因素。该等因素可能包括（其中包括）把握新业务机会的财务影响、新业务机会的性质是否与上市集团的策略及发展计划一致，以及当时的一般市场状况。在适当情况下，独立董事会可以委任独立财务顾问、法律顾问及/或其他专业顾问（相关费用概由上市公司承担），以助其开展关于该新业务机遇的决策过程；

(d) 在收到上述第 3.2(a)条所提述的通知后的二十(20)个营业日（或者各方可能书面协定的较长期间）内，独立董事会应代表上市公司以书面形式通知有关的承诺人，告知其有关上市公司会否把握新业务机会的决定；

(e) 如果有关的承诺人及／或其紧密联系人已从独立董事会收到有关拒绝新业务机会的通知，或如果独立董事会并未按照以上第 3.2(d)条于获上述通知后的二十(20)个营业日（或者各方可能书面协定的较长期间）内回复有关的承诺人，有关的承诺人及／或其紧密联系人有权（但并无义务）把握该新业务机会；

(f) 如果有关的承诺人正在把握的新业务机会在性质、条款或条件方面发生任何重大变化，其应按上文所述方式向上市公司推介经如此修改的该新业务机会，犹如是一个新业务机会一样；及

(g) 倘公司任何董事及／或其各自的紧密联系人于新业务机会中拥有实际或潜在利益的，则相关董事须放弃出席有关考虑新业务机会而召开的会议（除非独立董事会要求其出席）及放弃于会上表决权，且不得计入法定人数。

3.3 就确保各承诺人遵守本第 3 条所载的承诺而言，各承诺人特此不可撤销及无条件地向上市公司承诺，会：

(a) 应上市公司的要求，提供并应促使其有关的紧密联系人提供对独立非执行董事每年审查各承诺人遵守该等承诺的情况以及执行本契据而言必需的一切资料；

(b) 按独立非执行董事《上市规则》下所规定的要求，就其遵守本契据下的该等承诺的情况作出年度申报。各承诺人都同意及承认，上市公司会在其年报或公告中就有关年度申报作出披露；

(c) 促使上市公司透过年报或刊发公告的方式，就独立非执行董事所审阅事宜的有关决定（包括上市公司不承接获转介的新业务机会的原因）向公众作出披露。

3.4 在本契据的条款及条件的规限下，各承诺人进一步无条件且不可撤销及地向上市公司承诺其：

(a) 不会，及将促使其紧密联系人不会，教唆或诱导上市集团之客户或潜在客户不与集团进行业务往来；及

(b) 不会，及将促使其紧密联系人不会，教唆或诱导上市集团之雇员或潜在雇员离开集团，或以雇佣、提供服务或任何其他方式聘用该等人士。

4. 终止

在限制期届满时，各承诺人在本契据下的责任将不再具有任何效力。

5. 强制履行

如果任何承诺人在履行其在本契据中所载责任及契诺方面失责，有关的承诺人承诺及保证赔偿上市公司的全部损失、损害，及费用和开支，且上市公司有权获得补救而由有关的承诺人强制履行责任及契诺或者取得针对有关的承诺人的其他强制令济助。

6. **概无放弃**

任何一方没有或延迟行使法律上或根据或依据本契据所规定的任何权利、权力或补救机会，都不会损害该权利或补救机会，或构成或被解释为其放弃或更改或者在任何随后时间妨碍其行使；而且任何有关权利、权力或补救机会的单次或部分行使，不得妨碍其任何其他或进一步的行使或者任何其他权利、权力或补救机会的行使。

7. **可分割性**

如果本契据的任何一项或多项条文在任何时间是或变成在任何方面无效、违法、不可被强制执行或无法履行，本契据余下条文的有效性、合法性、可强制执行性或履行不得因此在任何方面受到影响或损害。

8. **完整协议及更改**

8.1 本契据构成各方之间就本契据标的事项的完整协议及谅解，并且取代口头、书面或其他形式、与此相关的一切先前的建议、声明、保证、协议或承诺，而且（除本契据中所明示规定或保留外）各方都未曾依赖任何该等建议、声明、保证、协议或承诺。

8.2 本契据的附表构成本契据的一个不可或缺的部分，而对本契据的任何提述都应该包括对附表的提述。

8.3 除非以书面形式作出并且经各方或各方的正式授权代表签署，否则本契据的任何更改概不生效。

9. **继任人及转让**

9.1 本契据对各方以及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及获准受让人具有约束力并且仅为前述人士的利益而生效，而且任何其他人士都不得根据或凭借本契据而取得或拥有任何权利。

9.2 任何一方都不得转让或转移本契据的全部或任何部分的利益，或者于本契据或在本契据下的权益或权利。任何一方概不得转让在本契据下的责任。

10. **进一步的保证**

各方中的每一名特此向其他各方声明及保证，本契据是合法、有效及对其具约束力的协议并可按照本契据的条款强制执行，而且每一方都向其他各方承诺作出或促使作出他的／其权力范围内的一切事情，以确保本契据的所有条文都获得遵照及履行。

11. **通知**

11.1 根据本契据而交付的所有通知都应采用书面形式并以中文书写，并且传达到以下的地址及传真号码（或者有关一方按照本条而可能已向其他各方告知的其他地址及传真号码）：

如果是致予上市公司，应传达到：

地址　　：　安徽省芜湖市皖江江北新兴产业集中区（除托管区域外）通江大道南侧 150 米芜湖 市江北新区建设指挥部 G 区 1-301 号

收件人　　：　董事会

如果是致予各承诺人，则应传达到附表所载的地址。

11.2　任何有关通知都应由专人或以传真方式送达。任何通知都应被视为已在（如果由专人送达）交付之时或（如以传真方式寄送）在收讫发送确认时送达。在非营业日的日子收讫的任何通知，都应被视为在下一个营业日收讫。

11.3　若任何一方更改其通讯地址，应尽快按本条规定书面通知另一方。

12.　费用

12.1　承诺人及上市公司应各自承担为草拟、商讨、议定本契约而花费有关的法律、会计及其他之费用及开支。

13.　对应本

本契据可以任何数量的对应本签立，每份有关对应本在签立及交付之时即为正本，但所有对应本共同构成同一文件。

14.　管限法律及法律程序文件代理人

14.1　本契据受当其时生效的香港法律管限，并应按照香港法律解释。就本契据而言，各方特此不可撤销地愿意接受香港法院的非专属司法管辖权。

14.2　本契据以中文签署，一式三份，各方各持一份。各份契据具有同等法律效力。

14.3　每名承诺人特此不可撤销地授权及委任李亮贤先生（地址：香港九龙观塘道348号宏利广场5楼）（或者他／其通过向所有其他各方发出通知而可能替换的居于香港或在香港注册成立的其他人士）接收本契据所产生或与本契据相关的所有法律程序文件的送达，而且对该人士的送达应被视为是对他／其的送达。

附表

各承诺人

姓名 / 名称	**地址**
安徽海螺集团有限责任公司	安徽省芜湖市镜湖区文化路 39 号
安徽海螺科创材料有限责任公司	皖江江北新兴产业集中区（除托管区域外）通江大道南侧 150 米江北新区建设指挥部 G 区 1-120 号

特立此证，本契据在文首所示日期已获签立。

由以下人士以契据形式**签立**)
授权人姓名：朱胜利)
代表**安徽海螺集团有限责任公司**)
见证人姓名：邢翼)

授权人签字及公司盖章

邢翼

见证人签字

由以下人士以契据形式签立)
授权人姓名：)
代表安徽海螺科创材料有限责任公司)
见证人姓名：)

授权人签字及公司盖章

见证人签字

由以下人士以契据形式签立)
授权人姓名：相林)
代表安徽海螺材料科技股份有限公司)
见证人姓名：[illegible])

授权人签字及公司盖章

见证人签字

日期：2024 年 12 月 27 日

弥偿人:
名列于附表一的人士

与

受益人:
安徽海螺材料科技股份有限公司
（代表其自身以及作为各集团公司的受托人）

弥偿契据

的近律师行
香港中环
遮打道18号
历山大厦
5楼
电话：+852 2825 9211
传真：+852 2810 0431
hongkong@deacons.com
www.deacons.com

本弥偿契据（“**本契据**”）的订立日期为2024年 12 月 27 日

订立方：

(1) **其名称和地址**列于本契据的附表一的**人士**（统称为“**弥偿人**”）；

(2) **安徽海螺材料科技股份有限公司**，为一家于中华人民共和国注册成立的股份有限公司，其注册地址为安徽省芜湖市皖江江北新兴产业集中区（除托管区域外）通江大道南侧150 米芜湖市江北新区建设指挥部 G 区 1-301 号及其香港主要营业地点为香港九龙观塘道 348 号宏利广场 5 楼（“**公司**”）（为了其自身以及作为其载于本契据之附表二之各家附属公司的受托人）（“**受益人**”）。

鉴于：

(A) 公司已就全球发售（定义见下文）而刊发的招股章程所述，申请批准其 H 股（定义见下文）在香港联合交易所有限公司（“**联交所**”）的主板上市和买卖；及

(B) 弥偿人（载于本契据之附表一）为公司的控股股东，并同意按照本契据所载的条款签立对公司（为了其自身以及作为其载于本契据之附表二之各家附属公司的受托人）有利的本契据。

谨此订立本契据并协定以下各项：－

1. <u>定义与释义</u>

(A) 在本契据中，除非文义另有所指，否则：－

“**账目**”指集团截止 2023 年 12 月 31 日的三个财政年度及截至 2024 年 6 月 30 日止六个月的经审核合并账目，载于招股章程的附录一；

“**索赔**”包括（但不限于）：－

(i) 任何索赔、反索赔、评税、通知、付款要求或其他出具的文件或行动，或者（对于在本契据项下的税务和／或其他法律责任而言）香港税务局或中国的相关财政机关或者香港、中国或全球任何其他地方的任何其他的税收、海关、财政、法定或政府机关或任何或官方的其他机关所采取或者他人代表此等机关采取的上述任何一项，而此等机关认为任何的集团公司必须退还从此等财政、法定或政府机关收到的任何付款，或者必须或被试图致使必须对在本契据下预期的任何形式的税务及／或其他法律责任的任何付款负责，或者被剥夺或被试图剥夺任何宽免（其若非此等的索赔、反索赔、评税、通知、付款要求或其他出具的文件或行动，或者（对于在本契据下预期的税务和／或其他法律责任来说）被采取的上述任何一项，则全部或任何一家集团公司本应可获该些宽免）；和

(ii) 第 3、第 4 条及第 5 款所述的任何索赔；

“**生效日期**”指第 2 条款所述的条件予以符合（或者予以宽免，如果适用的话）的日期；

“**遗产税**”指任何在《遗产税条例》或类似法例或任何香港以外的司法管辖区的法律，

且包括任何利息、罚款或其他因该等税务的征收、欠款或迟交而招致的法律责任；

“**《遗产税条例》**”指香港法例第 111 章《遗产税条例》；

“**全球发售**”指共计 144,974,000 股 H 股的拟定全球发售的股份数目（视乎超额配股权（定义见招股章程）行使与否而定），发售方式：(i)在香港首次公开发售 14,498,000 股 H 股（可予调整）；及(ii) 国际发售 130,476,000 股 H 股（可予调整及视乎超额配股权行使与否而定）；

“**集团**”指公司和其附属公司（在文义所需的情况下包括他们各自的前任公司），而“**集团公司**”应予以相应解释；

“**香港**”指中华人民共和国香港特别行政区；

“**中国**”指中华人民共和国，仅就本契据而言，不包括香港、澳门及台湾；

“**招股章程**”指公司将发出的招股章程；

“**宽免**”指（但不限于）公司或任何集团公司根据全球任何地方有关或在其他方面关于所有形式的税务的任何法例获授予或可得到的有关计算税务的利润或抵免的任何减损、宽免、免税额、抵销、豁免、减少或扣减或者税务的退回权利；

“H 股”指本公司股本中每股面值人民币 1 元的境外上市普通股；

“**联交所**”指香港联合交易所有限公司；

“**税务**”指：－

(i) 集团公司的有关任何形式的税务、税款、差饷、征款或其他征费（包括属于暂缴性质者）的任何法律责任，不论是何时订立或征收亦不论是源自于香港、中国或全球任何其他地方，而且无论如何在不损害上文的概括性的情况下，包括集团公司须向香港、中国或全球任何其他地方的税收或财政机关（不论是国家、省级还是其他层级的）缴付的基于利润或所得而计算的任何税项、基于资本资产而计算的任何税项、利得税、暂缴利得税、利息税、薪俸税、物业税、增值税与土地增值税、所得税、继承税、馈赠税、转让税、遗产税、死亡税、资本税、印花税、工资税、就业税、预扣税、差饷、关税与消费税，以及概括而言的其他法律责任；

(ii) 第 3(B)条款所述的有关金额；及

(iii) 附带于本契据所指税务的任何法律责任或与此相关的所有费用、收费、利息、罚款、罚金、附加费和开支，有关范围以任何集团公司必须支付的或蒙受的上述各项为限。

(B) 在本契据中，凡提述《税务条例》或香港境外的任何司法管辖区内同等法律的条文，都是对在本契据的订立日期有效的香港法例第 112 章《税务条例》或香港境外的任何司法管辖区内同等法律的条文的提述，但应该被视为包括对此等条文在现在或此后生效的所有法定修改、重新制定、替代和延展的提述；但如果在有关法律法规未作出修订、重新颁布或更改前，弥偿人在本契据下没有违约责任，则弥偿人不应及不需要因有关法律法规被修订、重新颁布或更改而承担任何违约责任。

(C) 在本契据中，表明单数的词语都包括复数的含义，反之亦然，而表明某个性别或中性的词语都包括两性以及中性的含义，而对人士的提述都包括对属于法团或不属于法团的团体的提述；

(D) 本契据中的标题仅为方便而设，并不影响本契据的解释；

(E) 本契据的附表构成本契据的一个不可或缺的部分，而对本契据的任何提述都应该包括对附表的提述；及

(F) 除非文义另有所指，否则在本契据中对条款和附表的任何提述，均为对本契据的条款和附表的提述。

2. <u>先决条件</u>

在中国证券监督管理委员会及联交所上市委员会批准 H 股在联交所主板上市及买卖，及 H 股在联交所主板开始买卖的情况下，本契据的条文才会生效。如果此等条件在该段指明的日期和时间或本契据的订立方书面协定的较后日期之前未予以符合（或者予以宽免，如果适用的话），本契据将变成无效并且停止有效，而且除非是有关本契据的任何先前的违反情况，否则本契据的订立各方都不得对其他各方提起任何索赔。所有此等条件在股份开始在联交所买卖当天应该被视为完全地予以符合。

3. <u>税务弥偿</u>

(A) 在第6条款的规限下，弥偿人特此共同地和个别地与公司协定并向公司作出契诺和承诺，弥偿人将会在本契据的条款的规限下应要求就以下各项对公司（代表其自身以及作为各集团公司的受托人）作出赔偿并且一直维持为公司（代表其自身以及作为各集团公司的受托人）提供全额弥偿：

(i) 集团的任何成员因为或依据在生效日期当天或之前赚取、累计或收到的任何所得、利润或收益及／或收购的资产而必须承担的所有税务，包括但不限于任何集团公司因为或依据在生效日期或直到生效日期为止赚取、累计、收到、订立或发生的任何所得、利润、收益、交易、事件、事项或事情（不论是单独而言还是连同任何不论在何时发生的其他情况）而必须承担的任何及所有税务的金额，而不论有关税务是否可以向任何其他人士、商号或公司收取或是否可以归属于任何其他人士、商号或公司，当中包括任何集团公司根据本契据从弥偿人收到的任何金额所导致的任何和所有税务；及

(ii) 在生效日期之后因为集团或公司以外的人士的作为、不作为或交易而产生的相关的税务法律责任，而该责任是由于相关的集团公司在生效日期之前的任何时间曾经就税务目的而言与该人士同属一个团体而须由该集团公司承担的任何税务。

(B) 如果任何宽免或任何形式的税务退回权利被减损、减少、修改、取消或者剥夺，有关宽免或退回的金额，或者（如果较小）在没有发生上述的减损、减少、修改、取消或者剥夺的情况下宽免本应可以对相关集团公司的任何有关的税务法律责任造成的减少金额（但是仅以任何的集团公司在其他情况下本应能够完全地运用有关的宽免为限），

应被视为是已经产生法律责任的一项税务金额，并且应用在宽免本应适用的一个或多个有关期间内实施的相关税务比率或者（如果该比率在相关时间尚未订定）最后获知的比率，同时假设相关的集团公司能够完全地运用宽免。

4. **<u>遗产税弥偿</u>**

在第 6 条款规限下，弥偿人特此共同地和个别地与公司协定并向公司做出契诺和承诺弥偿人将会在本契据的条款的规限下应要求就因以下各项任何集团公司所须支付的款项而直接或间接导致集团公司资产价值的消耗或减少，以及就所须支付的款项本身，提供完全的弥偿：

(i) 任何公司现在或此后须基于《遗产税条例》第 35 条 (或在任何香港以外的司法管辖区的法律法规下的相等法例) 或《遗产税条例》第 43 条 (或在任何香港以外的司法管辖区的法律法规下的相等法例) 因任何个人的死亡及因公司的资产 (或资产的任何部分) 在就遗产税的目的下被视为其去世时转让的财产或作相关转让予集团公司(或其任何一家公司)，而须在生效日期前缴付的遗产税；

(ii) 任何基于《遗产税条例》43(7)条(或在任何香港以外的司法管辖区的法律法规下的相等法例) 向集团公司(或其任何一家公司)追讨的《遗产税条例》第 43(1)条下(或在任何香港以外的司法管辖区的法律法规下的相等法例)基于任何个人的死亡及因集团公司(或其任何一家公司)的资产被视为其去世时转移的财产或作相关转让予集团公司(或其任何一家公司) 而须缴交的税款；

(iii) 任何集团公司 (或其任何一家公司) 基于《遗产税条例》第 43(1) 条(或在任何香港以外的司法管辖区的法律法规下的相等法例)因任何个人的死亡，而另一公司的资产在就遗产税的目的下，因该个人进行或已进行财产转让，以及因集团公司(或其任何部分)获得了任何该公司分派的资产(基于《遗产税条例》的定义)，被视为该个人去世时转移的财产，而须缴付的税款，但只限于集团公司或其任何一家公司无法基于《遗产税条例》第 43(7)(a)条(或在任何香港以外的司法管辖区的法律法规下的相等法例)追讨的款项；及

(iv) 任何基于《遗产税条例》第 42 条对集团公司或其任何一家公司，因相关公司不履行其在《遗产税条例》第 42(1)条向遗产税署长提供资料的责任而作出的罚款。

5. **<u>有关索赔的弥偿；其他弥偿</u>**

(A) 在第 6 条款的规限下，对于在第 3 及 4 条款下给予的赔偿保证所涵盖的任何索赔所直接或间接地产生的或与此相关的，可能由任何集团公司作出、蒙受或产生的任何法律行动、索赔、损失、损害赔偿、费用、收费或开支（包括但不限于任何集团公司可能合理及恰当地产生的有关以下各项的所有合理的费用（包括法律费用）、收费、开支、罚金和其他法律责任），弥偿人应共同地、个别地、无条件地及不可撤销地承诺对各集团公司做出赔偿，并且一直维持为各集团公司提供全额弥偿：—

(a) 任何索赔的调查、评估或争辩；

(b) 任何索赔的和解；

(c) 根据本契据而可能向任何的集团公司提起或威胁提起的任何法律行动、索赔、付款要求、调查、法律程序或判决（不论是成功、已经妥协还是已经和解的）；或

(d) 有关任何索赔的任何此等和解或判决的执行。

(B) 在第 6 条款的规限下，对于以下各项直接或间接地导致或造成的或者与此相关的须由公司或任何集团公司承受的所有索赔、法律行动、付款要求、法律程序、判决、损失、法律责任、损害赔偿、成本、收费、费用、开支和罚款，弥偿人特此共同地、个别地、无条件地及不可撤销地与公司协定并向公司承诺，将会在本契据的条款的规限下应要求对公司和各集团成员（代表其自身以及作为集团公司的受托人）作出赔偿，并且一直维持为公司和各集团成员（代表其自身以及作为集团公司的受托人）提供全额弥偿：－

(a) 载于招股章程内“业务 — 法律不合規及訴訟 — 不合規 ”章节的若干不合规事件及“业务 — 有瑕疵物业” 章节的关于土地的瑕疵；及

(b) 除上述所提及，任何其他的集团公司在生效日期之前对于有关所有事项的任何香港或中国的法律或法规的任何可能的或被指称的违反或不遵从情况；此等法律或法规包括但不限于：(i)《公司条例》(香港法例第 622 章)；(ii)取得所有相关的执照、批准、许可证和证明书以经营其业务的相关规定；及(iii)有关在生效日期之前由第三方提供予任何集团公司的贷款和垫款或者由任何集团公司提供予某些相关公司的贷款和垫款的中国法律和法规。

6. <u>限制</u>

如果符合以下的情况之一，本契据并不涵盖任何索赔，而且弥偿人根据本契据将无须承担任何有关税务或负债的法律责任：－

(i) 在招股章程附录一所载的会计师报告中已经对有关的法律责任计提足够特殊拨备或储备；或

(ii) 有关的法律责任仅因为在生效日期之后生效的追溯性法律变动或追溯性税率增加而产生或增加；或

(iii) 由于集团公司在生效日期之后作出的自愿行为而导致产生的法律责任，而该集团公司本应合理地知悉此等自愿行为会产生有关的法律责任，但上述的自愿行为并不包括：

(a) 根据在生效日期当天或之前由任何集团公司订立或产生的具有法律约束力的责任而进行的任何行为；或

(b) 根据任何法律、法规或具有法律效力的规定所施加的责任而做出的任何行为；或

(c) 在取得弥偿人的书面批准的情况下，或者根据全球发售或以全球发售为依据签立的任何文件而发生的任何行为；或

(d) 在集团的一般业务过程中发生的任何行为；或

(iv) 就任何在第 3 条款项下的法律责任及只在第 3 条款项下的有关税务的索赔，有关的法律责任是在 2024 年 6 月 30 日之后直到生效日期为止（包括该日）在集团的日常业务中产生的。

7. <u>索赔</u>

(A) 根据本契据而产生任何索赔，公司应该（以契诺形式，而并非作为本契約下弥偿人法律责任的先决条件）按照本第 7 条款规定的方式，在合理可行的情况下尽快向弥偿人发出或者促使他人向弥偿人发出相关通知，惟该等通知义务不得作为赔偿人履行其赔偿责任的前提条件；而且对于任何索赔来说，公司应采取相关行动以致使索赔被撤回，或者按照弥偿人可能合理地要求的方式对索赔和相关的任何裁定提出或进行争议、抵抗、上诉、妥协或抗辩，但前提是对于可能因此蒙受或产生的任何和所有损失、法律责任（包括额外的税务）、损害赔偿、利息、罚金、费用、收费和开支，弥偿人必须以令公司合理地感到满意的方式对公司作出弥偿，并向公司提供保障。

(B) 在没有取得公司的事先批准的情况下，弥偿人不得对任何索赔做出任何和解，也不得在对任何索赔进行抗辩的期间协定任何可能会影响索赔金额或公司的未来税务法律责任的事项。

(C) 如果公司或任何的集团公司在弥偿人根据本契据而做出了任何付款之后收到相关的税务或法律责任的全部或部分退款，公司应在收到有关退款的 14 天内，向弥偿人退回或致使他人向弥偿人退回已扣减了以下各项的剩下结余的退款金额：(i)公司或任何的集团公司在收回有关退款时所须支付或合理地产生的任何费用、收费和开支；及(ii)有关退款造成的，公司或任何的集团公司所可能蒙受或产生的任何额外税务的金额。

(D) 弥偿人根据本契据所须做出的任何付款都应予增加以包括公司或任何的集团公司根据《税务条例》第 71(5)条或第 71(5A)条 (或者全球任何其他地方的类似法例或其他依据)而应被要求支付的未缴付税务的相关利息，除非有关付款是因为公司或任何的集团公司的严重疏忽或故意失责而产生的。

(E) 弥偿人根据本契据所作出或必须作出的任何付款都应以总额方式做出，不附有任何反索赔或抵销的权利，也不带有任何性质的任何扣减或预扣。免生疑虑，本契据并不阻止弥偿人向其它第三方包括公司的其它股东提出反索赔或弥偿要求。

(F) 如果法律规定须作出任何的扣减或预扣，或如果弥偿人根据本契据所做出或必须作出的任何付款涉及税务法律责任（由集团公司或其他方掌管），弥偿人必须共同地及个别地向公司支付相关的额外款项，以确保在对已支付或须支付的款项总额进行了所有扣减和预扣或就此等款项扣减了税务法律责任之后，集团公司收到的金额将与其在没有任何此等扣减、预扣或税务法律责任的情况下根据本契据的条款而本应有权收到的金额相同。为免生疑问，如果公司解除或已经解除任何税务或索赔或者受到本契据下的赔偿保证的规限的任何索赔，在本契据下给予的赔偿保证便应作为弥偿人向集团公司作出偿付的契诺。

(G) 公司或任何的集团公司在本契据下的任何法律责任可被全部或部分地解除、和解或妥协，而且公司或任何的集团公司拥有绝对酌情权决定对于具有有关法律责任的任何弥

偿人给予时间或宽容，而不会以任何方式损害或影响其（不论是共同地、个别地还是以其他方式）向具有相同法律责任的其他弥偿人索偿的权利。

(H) 弥偿人根据本契据而支付任何索赔，应以此为限满足并解除在本契据下能够就相同的标的事项而向弥偿人提起的任何其他索赔。

8. **<u>成本和开支</u>**

承诺人及公司应各自承担有关本契据的磋商和制备所产生的法律和专业费用、成本和开支。

9. **<u>通知</u>**

(A) 根据本契据给予或做出的每项通知、索求或其他通讯都应采取书面形式，并且应按照以下的相关方的地址（或者有关一方按照本条事先书面通知方式向其他各方指明的其他地址）以专人送达或邮递或空邮或传真方式交付或寄送到该方：—

致弥偿人： 見附表一

致公司：

地址： 安徽省芜湖市皖江江北新兴产业集中区（ 除托管区域外）通江大道南侧 150 米芜湖 市江北新区建设指挥部 G 区 1-301 号

收件人： 董事会

(B) 任何按照上述的方式致予相关方的有关通知、索求或其他通讯都应采用中文编写，并且应该由专人送达或通过邮寄或传真方式送达。由专人送达的任何通知应该被视为在交付之时已经送达，以邮递方式寄送的任何通知应该被视为在投寄后的第二个营业日已经送达，以传真方式寄送的任何通知则应该被视为在发送之时（而且寄件人必须收到有关发送未受干扰的确认）已经送达。

10. **<u>一般事宜</u>**

(A) 弥偿人共同地和个别地向公司承诺，他们将会应要求做出可能必要的所有相关行为和事情，并且签立可能必要的所有相关契约和文件，以施行本契据的条文和本契据预期进行的交易或者令此等条文和交易具有法律效力。

(B) 本契据以及本契据包含的承诺、赔偿保证和协议应对每名弥偿人和公司及其法定遗产代理人、所有权继承人和 / 或受让人具有约束力，并且应对上述的人士有利。公司可以（但弥偿人不得）转让本契据的全部或任何部分。

(C) 本契据列载了在订立方或当中的任何一方之间作出有关本契据标的事项的全部协议和谅解，并且在所有方面取代并取消在本契据各方之间作出的相关于本契据标的事项的一切先前书面或口头协议、意向书、通信、谅解和承诺（如有）。除非以书面方式作出并且经本契据的各订立方（或其有关代表）签署，否则对本契据的任何更改或修订均是无效。

(D) 本契约各方可以任何数量的副本方式在个别的副本上签立本契据，此等副本的每一份在得到一方签立之时并且经一方交付和交换即对该签立方具有约束力，而且所有此等副本构成同一份文件。

(E) 除非得到公司明示的书面同意，否则本契据任何条文的违反情况都不能够获得豁免或解除。

(F) 公司或任何集团公司不行使或者延迟行使本契据下的任何权利、权力或享有权，并不构成其对相关权利、权力或享有权的放弃；而且他们当中的任何一名的单次行使或部分行使任何权利、权力或享有权，并不妨碍其对有关的权利、权力或享有权的任何进一步的行使或对任何其他权利、权力或享有权的行使。本契据中的权利和补救均具有积累性，并不排除法律提供的任何权利和补救。

(G) 对于本契据提到的任何日期或期间，或者通过各方协定或其他方式加以取代的任何日期或期间来说，时间因素至关重要。

(H) 如果本契据的任何条文被裁定为无效或者不能被执行，有关的条文不应（在其是无效的或者不能被执行的情况下）予以实施并且应被视为不包括在本契据中，但本契据任何余下的条文并不会因此失效。在该情况下，本契据的各方应运用所有合理的努力以有效和可被执行的替代条文来替换无效或不能被执行的条文，而该替代条文的作用应尽可能地接近无效或不能被执行的条文的原定作用。

(I) 每名弥偿人特此同意和确认：

(i) 公司是为了其自身以及作为各集团公司的受托人而订立本契据并且将取得本契据的所有利益，而无需有关的各集团公司签立本契据；

(ii) 他们当中的任何一名都不得基于或由于公司欠缺有关担任该受托人的任何权限或者任何集团公司须承担的任何责任无效或不能被执行，而就其在本契据下须承担的任何法律责任或责任提出争议或者否认或寻求免除或减少此等法律责任或责任；

(iii) 他们当中的任何一名都不是依据任何集团公司的任何协议或责任而订立本契据；及

(iv) 他们在本契据下的责任或法律责任都不可被撤销，不受到任何条件（除第 2 条款规定的唯一条件外）的规限，也不得基于任何理由而被宣告无效或免除。

11. 管限法律和法律程序文件代理

(A) 本契据应受到香港法律的管限，并应按照香港法律解释。就本契据而言，各方特此不可撤销地愿意接受香港法院的非专属司法管辖权。

(B) 弥偿人特此个别地和不可撤销地委任李亮贤先生（地址：香港九龙观塘道 348 号宏利广场 5 楼）（“**代理**”）作为他们各自的代理，以代表他们各人在香港接收任何令状、传票、命令、判决或其他法律程序文件的通知的送达并且作出相关的认收。每名上述的各方同意，如果任何此等的法律程序文件被交付到代理当时在香港的送达地址，有关文件便已被充分地送达到任何一名弥偿人。如果代理因为任何理由而无法继续担任

他们当中任何一名或全体的代理，相关方应随即为了相同的目的而在香港委任另一名代理并且向公司作出有关委任的通知。直到相关方已经如此地委任一名新代理并且向公司作出相应的通知之时为止，公司应有权向当时记录在案为他们的代理在香港送达任何令状、传票、命令、判决或其他法律程序文件的通知以向他们当中的任何一名或每名作出此等送达。

（C） 本契据以中文签署，一式三份，各方各持一份。各份契据具有同等法律效力。

（随后的为签署页）

特立此证，本契据在文首所示日期已获签立。

由以下人士以契据形式**签立**)
授权人姓名：朱胜利)
代表**安徽海螺集团有限责任公司**)
见证人姓名：邢翼)

授权人签字及公司盖章

邢翼

见证人签字

由以下人士以契据形式签立)
授权人姓名：金涛)
代表安徽海螺科创材料有限责任公司)
见证人姓名：夏洋)

授权人签字及公司盖章

夏洋

见证人签字

由以下人士以契据形式签立)
授权人姓名：相林)
代表安徽海螺材料科技股份有限公司)
见证人姓名：[illegible])

授权人签字及公司盖章

见证人签字

附表一

弥偿人

名称	地址
安徽海螺集团有限责任公司	安徽省芜湖市镜湖区文化路 39 号
安徽海螺科创材料有限责任公司	皖江江北新兴产业集中区（除托管区域外）通江大道南侧 150 米江北新区建设指挥部 G 区 1-120 号

附表二

公司的附属公司

名称	注册成立地点
安徽海螺新材料科技贸易有限公司	中国
临沂海螺新材料科技有限公司	中国
襄阳海螺新材料科技有限公司	中国
眉山海螺新材料科技有限公司	中国
安徽海萃工业制剂有限公司	中国
宁波海螺新材料科技有限公司	中国
铜陵海螺新材料科技有限公司	中国
贵港海螺台泥新材料科技有限公司	中国
昆明海螺新材料科技有限公司	中国
咸阳海螺新材料科技有限公司	中国
青海海螺金圆新材料科技有限公司	中国
葫芦岛海中新材料科技有限公司	中国

EXECUTION VERSION

DATED 30 December 2024

HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of
initially 14,498,000 H Shares of nominal value of
RMB1.0 per Share in the capital of
Anhui Conch Material Technology Co., Ltd.
(安徽海螺材料科技股份有限公司),
being part of a global offering of initially
144,974,000 H Shares

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THIS AGREEMENT is made on 30 December 2024

AMONG:

(1) **Anhui Conch Material Technology Co., Ltd.** (安徽海螺材料科技股份有限公司), a joint stock company incorporated in the People's Republic of China with limited liability, whose registered office is at No. 1-301, G Zone, Jiangbei New District Construction Headquarters 150 Meters South of Tongjiang Avenue Wanjiang Jiangbei Emerging Industry Concentration Zone (except the Trusteeship Area) Wuhu City, Anhui Province, PRC (the "**Company**");

(2) **THE WARRANTOR**, whose name and address is set out in Schedule 1 (the "**Warrantor**");

(3) **CHINA SECURITIES (INTERNATIONAL) CORPORATE FINANCE COMPANY LIMITED**, whose principal place of business in Hong Kong is at 18th Floor, Two Exchange Square, 8 Connaught Place, Central, Hong Kong ("**CSCI**"); and

(4) **THE HONG KONG UNDERWRITERS**, whose respective names and addresses are set out in Schedule 2 (the "**Hong Kong Underwriters**" and a "**Hong Kong Underwriter**" means any one of them).

RECITALS:

(A) The Company is a joint stock company established under the laws of the PRC with limited liability and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance. As at the date of this Agreement, the Company has a registered share capital of RMB 434,920,000, comprising 434,920,000 Unlisted Shares, of which 40,396,800 Unlisted Shares will be converted into 40,396,800 H Shares on a one-for-one basis upon completion of the Global Offering), with a nominal value of RMB1.00 each.

(B) The Company proposes to conduct the Global Offering pursuant to which it will issue and offer H Shares (i) to the public in Hong Kong in the Hong Kong Public Offering and (ii) outside the United States in offshore transactions in reliance on Regulation S in the International Offering.

(C) CSCI is acting as the Sole Sponsor, the Sole Sponsor-OC and the Sole Overall Coordinator of the Global Offering.

(D) As at the date of this Agreement, the Company was owned as to approximately 48.62% by Anhui Conch Technology Innovation Material Co., Ltd.* (安徽海螺科創材料有限責任公司) ("**Conch Tech Innovation**"), which was wholly-owned by Anhui Conch Holdings Company Limited (安徽海螺集團有限責任公司) ("**Conch Holdings**"), which was in turn held as to 51% by Anhui Provincial Investment Group Holding Co., Ltd. (安徽省投資集團控股有限公司) ("**Anhui Investment Group**") and 49% by Wuhu Conch Venture Industrial Company Limited* (蕪湖海創實業有限責任公司), an Independent Third Party, and Anhui Investment Group was wholly-owned by the State-owned Assets Supervision and Administration Commission of Anhui Province (安徽省人民政府國有資產監督管理委員會). Conch Tech Innovation, Conch Holdings and Anhui Investment Group will constitute a group of controlling shareholders (the "**Controlling Shareholders**") of the Company.

(E) The Hong Kong Underwriters have agreed to severally underwrite the Hong Kong Public Offering on and subject to the terms and conditions contained in this Agreement.

(F) The Company and the Warrantor have respectively agreed to give the representations, warranties, undertakings and indemnities on the terms contained in this Agreement.

(G) The Company, the Warrantor, the Sole Sponsor, the Sole Sponsor-OC and the Sole Overall Coordinator and the International Underwriters intend to enter into the International

Underwriting Agreement providing for the International Underwriters to severally subscribe for and purchase, or procure investors to subscribe for and purchase, H Shares offered by the Company in the International Offering, on and subject to the terms and conditions contained in that agreement. The Company further intends to grant the Over-Allotment Option to the International Underwriters to require the Company to allot and issue additional H Shares as may be necessary to cover, among other things, over-allocations made in connection with the International Offering, on and subject to the terms and conditions of the International Underwriting Agreement.

(H) The Company has made an application to the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange (including any Over-allotment Option Shares and the 40,396,800 H Shares to be converted from 40,396,800 Unlisted Shares on a one-for-one basis upon completion of the Global Offering). CSCI is acting as the Sole Sponsor in relation to the Company's Admission application.

(I) In connection with the Global Offering, the application to list the H Shares on the Stock Exchange and the conversion of 40,396,800 Unlisted Shares to 40,396,800 H Shares upon completion of the Global Offering, the CSRC published the notification on the completion of the required CSRC filing procedures on 2 April 2024.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Except where the context otherwise requires, in this Agreement, the following terms and expressions will have the respective meanings set out below:

"**Acceptance Date**" means the date on which the Application Lists close in accordance with Clause 5.2, which is expected to be 6 January 2024;

"**Accepted Hong Kong Public Offering Applications**" means the Hong Kong Public Offering Applications which are accepted in whole or in part pursuant to Clause 5.3.1(i);

"**Accounts**" means the audited consolidated financial statements of the Group as at and for each of the three financial years ended 31 December 2021, 2022 and 2023 and the six months ended 30 June 2024 and all related notes, as set out in Appendix I to the Prospectus; "**Accounts Date**" means 30 June 2024;

"**Actions**" has the meaning given to it in Clause 13.1;

"**Admission**" means the approval by the Listing Committee of the listing of, and permission to deal in, the Offer Shares and 40,396,800 Unlisted Shares to be converted into H Shares on the Main Board of the Stock Exchange;

"**Admission-related Submissions**" means all submissions made by or on behalf of, or approved by, the Company to the Stock Exchange, the SFC or the CSRC in connection with the application for Admission;

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

"**AFRC**" means the Accounting and Financial Reporting Council established under the Accounting and Financial Reporting Council Ordinance (Cap 588);

"**AFRC Transaction Levy**" means the transaction levy at the rate of 0.00015% of the Offer Price per Offer Share charged by the AFRC;

"**Analyst Presentation Materials**" means all information and documents issued, given or presented in the syndicate research analyst presentations conducted by the Company in connection with the Global Offering or otherwise provided to syndicate research analysts by the Company;

"**Announcement Date**" means the date on which details of the basis of allocation of the Hong Kong Public Offering to successful applicants under the Hong Kong Public Offering are published in Hong Kong in accordance with the Prospectus, which is currently expected to be 8 January 2024;

"**Anti-Corruption Law**" means (i) the Foreign Corrupt Practices Act of 1977 of the United States of America and the rules and regulations under that Act, (ii) the Bribery Act of 2010 of the United Kingdom, (iii) the Criminal Law of the PRC, (iv) the Anti-Unfair Competition

Laws of the PRC and the Provisional Regulations on Anti-Commercial Bribery of the PRC or (v) other similar applicable law or regulation in any other jurisdiction;

"**Application Lists**" means the application lists in respect of the Hong Kong Public Offering referred to in Clause 5.2;

"**Application Proof Prospectus**" means the draft listing documents of the Company submitted to the Stock Exchange on 28 December 2023 and 19 September 2024;

"**Appointees**" means the Sole Sponsor, the Sole Sponsor-OC, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters;

"**Approvals and Filings**" means any licences, consents, approvals, authorisations, permits, permissions, clearances, certificates, orders, concessions, qualifications, registrations, sanctions, declarations and/or filings;

"**Articles of Association**" means the articles of association of the Company, as amended from time to time;

"**Associate**" has the meaning given to it in the Listing Rules;

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

"**Brokerage**" means the brokerage at the rate of 1.0% of the Offer Price per Offer Share payable by successful applicants in the Global Offering;

"**Business Day**" means any day (other than a Saturday, Sunday or public holiday in Hong Kong) on which banking institutions in Hong Kong are generally open for normal banking business and on which the Stock Exchange is open for business of dealing in securities;

"**CCASS**" means the Central Clearing and Settlement System established and operated by HKSCC;

"**CMI**" means CSCI, China Galaxy International Securities (Hong Kong) Co., Limited, BOCI Asia Limited, ABCI Capital Limited, ABCI Securities Company Limited, ICBC International

Securities Limited, Victory Securities Company Limited, Shenwan Hongyuan Securities (H.K.) Limited, CCB International Capital Limited, Haitong International Securities Company Limited, Star River Securities Limited, Guoyuan Securities Brokerage (Hong Kong) Limited, Orient Securities (Hong Kong) Limited, SPDB International Capital Limited, China Industrial Securities International Capital Limited, BOCOM International Securities Limited, Fosun International Securities Limited, China Sunrise Securities (International) Limited and Hong Tai Securities Limited, being the capital market intermediaries of the Global Offering;

"**CMI Mandates**" means the engagement letters entered into between the Company and each of the CMIs (other than the Sole Overall Coordinator) prior to the undertaking of bookbuilding activities by such CMI;

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

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

"**Conditions**" means the conditions precedent set out in Clause 2.1;

"**Cornerstone Investment Agreements**" means the cornerstone investment agreements entered into, among others, the Company, the Sole Sponsor, the Sole Overall Coordinator and the cornerstone investors as described in the Prospectus;

"**CSRC**" means the China Securities Regulatory Commission of the PRC;

"**CSRC Archive Rules**" means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

"**CSRC Filing Report**" means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on 2 January 2024 pursuant to Article 13 of the CSRC Filing Rules;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

"**CSRC Filing(s)**" means any letters, filings, correspondences, communications, documents, responses, opinions, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering and the conversion of 40,396,800 Unlisted Shares to H Shares upon completion of the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

"**CSRC Rules**" means the CSRC Filing Rules and the CSRC Archive Rules;

"**Directors**" means the directors of the Company whose respective names and addresses are set out in the section headed "Directors, Supervisors and Parties Involved in the Global Offering" of the Prospectus;

"**Disclosure Package**" has the meaning given to it in the International Underwriting Agreement;

"**Discretionary Incentive Fee**" has the meaning given to it in Clause 7.1.3;

"**Encumbrance**" means any claim, charge, mortgage, lien, option, equitable right, power of sale, pledge, hypothecation, retention of title, right of pre-emption, right of first refusal or other encumbrance, third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended, supplemented or modified from time to time;

"**Experts**" means (a) the Reporting Accountants, (b) the Industry Consultant, (c) the PRC Lawyer; and "**Expert**" means any one of them;

"**Extreme Conditions**" means extreme conditions caused by a super typhoon as announced by the government of Hong Kong;

"**Final Offering Circular**" means the final offering circular expected to be issued by the Company in connection with the International Offering, including all amendments and supplements to it;

"**FINI**" means "Fast Interface for New Issuance", 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 listings on the Stock Exchange;

"**Formal Notice**" means the formal notice in the agreed form to be issued by the Company in connection with the Hong Kong Public Offering pursuant to the Listing Rules;

"**Global Offering**" means the Hong Kong Public Offering and the International Offering;

"**Group**" means the Group Companies, taken as a whole;

"**Group Companies**" means the Company and the Subsidiaries; and "**Group Company**" means any one of them;

"**H Shares**" means ordinary shares in the share capital of the Company, with a nominal value of RMB1.00 each, which are to be subscribed for and/or traded in Hong Kong dollars and to be listed on the Stock Exchange;

"**H Share Registrar**" means Tricor Investor Services Limited;

"**HKSCC**" means Hong Kong Securities Clearing Company Limited;

"**HKSCC EIPO**" means the application for the Hong Kong Offer Shares to be issued in the name of HKSCC Nominees and deposited directly into CCASS to be credited to the investor's or a designated HKSCC Participant's stock account through causing HKSCC Nominees to apply on the investor's behalf, including by instructing the investor's broker or custodian who is a HKSCC Participant to give electronic application instructions via HKSCC's FINI system to apply for the Hong Kong Offer Shares on the investor's behalf;

"**HKSCC Nominees**" means HKSCC Nominees Limited, a wholly-owned subsidiary of HKSCC;

"**HKSCC Participant**" means a participant admitted to participate in CCASS as a direct clearing participant, a general clearing participant or a custodian participant;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

"**Hong Kong dollars**" or "**HK$**" means Hong Kong dollars, the lawful currency of Hong Kong;

"**Hong Kong Offer Shares**" means the 14,498,000 new H Shares being initially offered by

the Company for subscription pursuant to the Hong Kong Public Offering, subject to reallocation in accordance with this Agreement and as described in the section headed "Structure of the Global Offering" of the Prospectus;

"**Hong Kong Public Offering**" means the offer of the Hong Kong Offer Shares for subscription at the Offer Price in Hong Kong to the public in Hong Kong on and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

"**Hong Kong Public Offering Applications**" means applications to subscribe for Hong Kong Offer Shares made in compliance with the terms of the Hong Kong Public Offering Documents;

"**Hong Kong Public Offering Documents**" means the Prospectus;

"**Hong Kong Public Offering Over-Subscription**" has the meaning given to it in Clause 5.9;

"**Hong Kong Public Offering Under-Subscription**" has the meaning given to it in Clause 5.4;

"**Hong Kong Underwriting Commitment**" means, in relation to a Hong Kong Underwriter, the maximum number of the Hong Kong Offer Shares the subscription for which that Hong Kong Underwriter has agreed to procure subscribers pursuant to the terms and conditions of this Agreement, as calculated in accordance with Clause 5.4 and subject to reallocation in accordance with this Agreement;

"**Indemnified Parties**" means (a) the Appointees; (b) the respective Affiliates, associates and delegates (as referred to in Clause 4.4) of the Appointees; (c) the respective directors, officers, employees and agents of the persons referred to in (a) and (b); and (d) successors and assignees of the persons referred to in (a), (b) and (c); and "**Indemnified Party**" means any one of them;

"**Industry Consultant**" means Frost & Sullivan (Beijing) Inc.;

"**Industry Report**" means the industry report in respect of the Group's business prepared by the Industry Consultant;

"**Internal Control Consultant**" means Deloitte Enterprise Consulting (Shanghai) Co., Ltd.;

"**Internal Control Report**" means the internal control report in respect of the Group prepared by the Internal Control Consultant;

"**International Offer Shares**" means the 130,476,000 new H Shares being offered by the Company for subscription pursuant to the International Offering, subject to reallocation in accordance with this Agreement and the International Underwriting Agreement, together with the Over-allotment Option Shares (if any);

"**International Offering**" means the offer of the International Offer Shares for subscription at the Offer Price outside the United States in offshore transactions in reliance on Regulations S, on and subject to the terms and conditions of the International Underwriting Agreement;

"**International Offering Documents**" means the Preliminary Offering Circular, the Disclosure Package and the Final Offering Circular;

"**International Offering Underwriting Commitment**" means, in relation to an International Underwriter, the maximum number of the International Offer Shares the subscription for which that International Underwriter has agreed to procure placees pursuant to the terms and conditions of the International Underwriting Agreement, subject to reallocation in

accordance with the International Underwriting Agreement and subject to the Over-Allotment Option;

"**International Underwriters**" means the persons named as such in the International Underwriting Agreement;

"**International Underwriting Agreement**" means the international underwriting agreement relating to the International Offering to be entered into among the Company, the Warrantor, the Sole Sponsor-OC, the Sole Overall Coordinator and the International Underwriters;

"**Investor Presentation Materials**" means the investor presentation used for roadshow presentations conducted during the period commencing from the date of the Prospectus until the date of closing of application lists by or on behalf of the Company in connection with the Global Offering;

"**Joint Bookrunners**" means CSCI, China Galaxy International Securities (Hong Kong) Co., Limited, BOCI Asia Limited, ABCI Capital Limited, ICBC International Securities Limited, Victory Securities Company Limited, Shenwan Hongyuan Securities (H.K.) Limited, CCB International Capital Limited, Haitong International Securities Company Limited, Star River Securities Limited, Guoyuan Securities Brokerage (Hong Kong) Limited, Orient Securities (Hong Kong) Limited, SPDB International Capital Limited, China Industrial Securities International Capital Limited, BOCOM International Securities Limited, Fosun International Securities Limited, China Sunrise Securities (International) Limited and Hong Tai Securities Limited;

"**Joint Lead Managers**" means CSCI, China Galaxy International Securities (Hong Kong) Co., Limited, BOCI Asia Limited, ABCI Securities Company Limited, ICBC International Securities Limited, Victory Securities Company Limited, Shenwan Hongyuan Securities (H.K.) Limited, CCB International Capital Limited, Haitong International Securities Company Limited, Star River Securities Limited, Guoyuan Securities Brokerage (Hong Kong) Limited, Orient Securities (Hong Kong) Limited, SPDB International Capital Limited, China Industrial Securities International Capital Limited, BOCOM International Securities Limited, Fosun International Securities Limited, China Sunrise Securities (International) Limited and Hong Tai Securities Limited;

"**Laws**" means any and all international, national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including any common law or case law), statutes, ordinances, legal codes, resolutions, regulations, rules (including the Listing Rules and the CSRC Rules), sanctions, orders, judgments, decrees, rulings, opinions, guidelines, measures, notices or circulars (in each case, whether formally published or not and to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences) of any Authority;

"**Listing Committee**" means the listing committee of the Stock Exchange;

"**Listing Date**" means the first day on which the H Shares commence trading on the Main Board of the Stock Exchange, which is expected to be 9 January 2025;

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and the guidance letters, listing decisions, guidelines and other requirements of the Stock Exchange;

"**Losses**" has the meaning given to it in Clause 13.1;

"**Macau**" means the Macau Special Administrative Region of the PRC;

"**Material Adverse Change**" means a material adverse change, or any development involving a prospective material adverse change, in or affecting the assets, liabilities, business, management, prospects, shareholders' equity, profitability, results of operations, position or condition (financial or otherwise) or performance of the Group as a whole;

"**Nominee**" means Bank of China (Hong Kong) Nominees Limited, in whose name the application moneys are to be held by the Receiving Bank under the Receiving Bank Agreement;

"**Offer Price**" means the final price per Offer Share in Hong Kong dollars (exclusive of the Brokerage, Fees and Levies) at which the Offer Shares are to be offered, as recorded in the Price Determination Agreement;

"**Offer Shares**" means the Hong Kong Offer Shares and the International Offer Shares;

"**Offering Documents**" means the Hong Kong Public Offering Documents, the International Offering Documents and the Investor Presentation Materials and, in each case, all amendments or supplements thereto, whether or not approved by the Sole Sponsor, the Sole Sponsor-OC, the Sole Overall Coordinator or any of the Underwriters;

"**Operative Documents**" means the Cornerstone Investment Agreements, the Receiving Bank Agreement, the Registrar Agreement, the fast interface for new issuance (FINI) agreement between the Company and the HKSCC, including all amendments and supplements to any of them;

"**Over-Allotment Option**" means the option to be granted by the Company under the International Underwriting Agreement to the International Underwriters, exercisable by the Sole Overall Coordinator on behalf of the International Underwriters, to require the Company to allot and issue the Over-allotment Option Shares on and subject to the terms and conditions of the International Underwriting Agreement;

"**Over-allotment Option Shares**" means up to 21,746,000 additional H Shares to be offered by the Company for subscription pursuant to the Over-Allotment Option;

"**Unlisted Shares**" means ordinary shares of the Company with a nominal value of RMB 1.00 each, which are not listed or traded on any stock exchange;

"**PHIP**" means the post hearing information pack of the Company posted on the Stock Exchange Website on 27 December 2024, including each amendment and supplement to it posted on the Stock Exchange Website from that date through to the time of the registration of the Prospectus;

"**PRC**" means the People's Republic of China which, for the purposes of this Agreement, will not include Hong Kong, Taiwan and Macau;

"**PRC Company Law**" means the Company Law of the PRC, as amended, supplemented or otherwise modified from time to time;

"**PRC Group Company**" means any Group Company which is incorporated or established under the laws of the PRC;

"**PRC Lawyer**" means Global Law Office;

"**Preliminary Offering Circular**" means the preliminary offering circular issued by the Company in connection with the International Offering and circulated to the International Underwriters, and stated therein to be subject to amendment and completion, as amended or supplemented by any including all amendments and supplements thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

"**Prospectus**" means the prospectus in the agreed form to be issued by the Company in connection with the Hong Kong Public Offering;

"**Prospectus Date**" means the date of issue of the Prospectus, which is expected to be 31 December 2024;

"**Receiving Bank**" means Bank of China (Hong Kong) Limited;

"**Receiving Bank Agreement**" means the receiving bank agreement dated 27 December 2024 entered into among the Company, the Receiving Bank, the H Share Registrar, the Sole Sponsor, the Sole Overall Coordinator and the Nominee;

"**Reference Hong Kong Public Offering Amount**" means the amount equal to A x (B - C), where A = the Offer Price, B = the number of H Shares being offered by the Company under the Hong Kong Public Offering before reallocation in accordance with this Agreement), and C = the number of Unsold Hong Kong Offer Shares which is reallocated to the International Offering pursuant to Clause 5.10;

"**Registrar Agreement**" means the share registration services agreement dated 22 December 2023 entered into between the Company and the H Share Registrar;

"**Regulation S**" means Regulation S under the Securities Act;

"**Relevant Hong Kong Public Offering Application**" means, in relation to a Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by that Hong Kong Underwriter pursuant to Clause 5.5 to reduce the Hong Kong Underwriting Commitment of that Hong Kong Underwriter;

"**Reporting Accountants**" means KPMG;

"**RMB**" or "**Renminbi**" means renminbi, the lawful currency of the PRC;

"**Securities Act**" means the United States Securities Act of 1933;

"**Securities and Futures Ordinance**" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), and the rules and regulations promulgated thereunder, as amended from time to time;

"**SFC**" means the Securities and Futures Commission of Hong Kong;

"**SFC Transaction Levy**" means the transaction levy at the rate of 0.0027% of the Offer Price per Offer Share charged by the SFC;

"**Share(s)**" means ordinary shares in the capital of the Company with a nominal value of RMB1.00 each, comprising the Unlisted Shares and the H Shares;

"**Joint Global Coordinators**" means CSCI, , China Galaxy International Securities (Hong Kong) Co., Limited, BOCI Asia Limited, ABCI Capital Limited, ICBC International Securities Limited, Victory Securities Company Limited;

"**Sole Overall Coordinator**" means CSCI; "**Sole Sponsor**" means CSCI;
"**Sole Sponsor-OC,**" means CSCI, being the sole sponsor-overall coordinator to the Global Offering;

"**Sole Sponsor and Sole Overall Coordinator Mandate**" means the engagement letter entered into between the Company and CSCI dated 12 September 2023 and the supplemental agreement dated 11 December 2014 in connection with the engagement of CSCI as the Sole Sponsor, the Sole Sponsor-OC and the Sole Overall Coordinator;

"**Stabilising Manager**" means CSCI;

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**Stock Exchange Website**" means www.hkexnews.hk;

"**Subsidiaries**" means the companies named as subsidiaries of the Company in the Accounts; and "**Subsidiary**" means any one of them;

"**Supervisors**" means the supervisors of the Company whose respective names are set out in the section headed "Directors, Supervisors and Senior Management" in the Prospectus;

"**Surviving Provisions**" means Clause 1 (Definitions and Interpretations), Clause 7.2 (Sponsor Fee and Other Fees and Expenses), Clause 7.3 (Costs of the Company), Clause 7.4 (Costs of Appointees), Clause 12.2 (Effect of Termination), Clause 13 (Indemnity), Clause 14 (Announcements), 15 (Confidentiality), Clause 16 (Notices), Clause 17 (Governing Law and Disputes Resolution) and Clause 18 (General Provisions);

"**Tax**" means all forms of tax whenever created, imposed or arising and whether of the PRC, Hong Kong or any other part of the world and, without prejudice to the generality of the

foregoing, includes all forms of tax on or relating to profits, salaries, interest and other forms of income, tax on capital gains, sales and value added tax, estate duty, death duty, capital duty, stamp duty, payroll tax, withholding tax, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any tax, duty, impost, levy, rate, charge or any amount payable to revenue, customs or fiscal Authorities whether of the PRC, Hong Kong or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including any additions, penalties or similar liabilities and/or interest arising in respect of any tax; and "**Taxation**" and "**Taxing**" will be construed accordingly;

"**Trading Fee**" means the trading fee at the rate of 0.00565% of the Offer Price per Offer Share charged by the Stock Exchange;

"**Transaction Levies**" means the SFC Transaction Levy and the AFRC Transaction Levy;

"**Underwriters**" means the Hong Kong Underwriters and the International Underwriters;

"**Unsold Hong Kong Offer Shares**" has the meaning given to it in Clause 5.4.1;

"**U.S.**" or "**United States**" means the United States of America;

"**Verification Notes**" means the verification notes relating to the Prospectus, copies of which have been approved and signed by, among others, the Directors;

"**Warranties**" means the representations, warranties and undertakings of the Company and the Warrantor as set out in Part A and Part B of Schedule 3, respectively;

"**White Form eIPO Service**" means the facility offered by the Company through the H Share Registrar as the service provider designated by the Company allowing investors to apply electronically to subscribe for Hong Kong Offer Shares in the Hong Kong Public Offering on a website designated for such purpose, as disclosed in the Prospectus; and

1.2 Headings

The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

1.3 Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of, or enjoy any benefit under, this Agreement.

1.4 Recitals and Schedules

The Recitals and the Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement will include the Recitals and the Schedules.

1.5 References

Except where the context otherwise requires, in this Agreement:

1.5.1 references to "**Clauses**", "**Recitals**" and "**Schedules**" are to clauses of and recitals and schedules to this Agreement;

1.5.2 the terms "**herein**", "**hereof**", "**hereto**", "**hereinafter**" and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other sub-division of this Agreement;

1.5.3 the term "**or**" is not exclusive;

1.5.4 references to a statute or statutory provision, or rules or regulations (whether having the force of law) include:

(i) the same as from time to time modified, re-enacted or consolidated whether before or after the date of this Agreement;

(ii) any past statute or statutory provision, or rules or regulations (as from time to time modified, re-enacted or consolidated) which such statute or statutory provision, or rules or regulations has directly or indirectly replaced; and

(iii) any subordinate legislation made from time to time under that statute or statutory provision which is in force at the date of this Agreement;

1.5.5 references to a "**person**" include any individual, company, firm, joint venture, unincorporated association, partnership, government, state or agency of a state (whether or not have a separate legal personality);

1.5.6 references to a "**company**" include any company, corporation or body corporate, wherever incorporated or established;

1.5.7 the terms "**subsidiary**" and "**holding company**" have the meanings given to them in Part 1 of the Companies Ordinance;

1.5.8 references to a document being "**in the agreed form**" means it is in the form agreed from time to time between the Company and the Sole Overall Coordinator (on behalf of the Hong Kong Underwriters), including all amendments and supplements to it;

1.5.9 references to a "**certified copy**" or "**certified true copy**" means a copy certified as a true copy (or using digital signature supported by a digital certificate recognized in Hong Kong) by a Director or any joint secretary of the Company or the legal advisers to the Company;

1.5.10 references to times of day and dates are to Hong Kong times and dates, respectively;

1.5.11 the words "**include**", "**includes**", "**including**", "**in particular**" and words of similar effect will not be deemed to limit the general effect of the words that precede them;

1.5.12 references to books, records or other information mean books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm;

1.5.13 words denoting any gender include the other gender and words denoting natural persons will include any other persons; and

1.5.14 references to the singular include the plural and vice versa.

1.6 Several liability

1.6.1 Any provision of this Agreement which is expressed to bind the Appointees, the Hong Kong Underwriters, the International Underwriters or the Underwriters will, save where it is expressly provided otherwise, bind each of them severally and not jointly or jointly and severally.

1.6.2 A beneficiary of an obligation may in its absolute discretion release, compound, or compromise or give time or indulgence in relation to the liability of specific co-obligors without in any way prejudicing or affecting its rights against the other co-obligors.

2 CONDITIONS

2.1 Conditions

The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived (to the extent permissible under applicable Laws):

2.1.1 the Sole Overall Coordinator (for itself and on behalf of the Underwriters) having received all the conditions precedent documents set out in **Part A of Schedule 4** and **Part B of Schedule 4** in form and substance satisfactory to the Sole Overall Coordinator by not later than 8:00 p.m. on the Business Day immediately before the Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date, respectively or such later time and/or date as the Sole Overall Coordinator (for itself and on behalf of the Underwriters) may agree;

2.1.2 the issue by the Stock Exchange of a certificate of authorisation of registration in respect of the Hong Kong Public Offering Documents and the registration by the Registrar of Companies in Hong Kong of the Hong Kong Public Offering Documents, duly certified by two Directors (or by their attorneys duly authorised in writing) as having been approved by resolutions of the board of Directors and having attached to them all necessary consents and documents required by section 342C of the Companies (WUMP) Ordinance (subject to any certificate of exemption granted pursuant to section 342A of the Companies (WUMP) Ordinance) not later than 6:00 p.m. or such later time as agreed by the Stock Exchange and the Registrar of Companies in Hong Kong on the Business Day immediately before the Prospectus Date;

2.1.3 Admission having occurred and becoming effective (either unconditionally or subject only to the allotment and issue of the Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, cancelled or revoked prior to the commencement of trading of the H Shares on the Main Board of the Stock Exchange;

2.1.4 Admission of the H Shares into CCASS having occurred and become effective (either unconditionally or subject only to the allotment and issue of the relevant

Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters)) on or before the Listing Date;

2.1.5 the execution and delivery of the International Underwriting Agreement and such agreement not subsequently having been terminated;

2.1.6 the obligations of the International Underwriters contained in the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement becoming unconditional), and the International Underwriting Agreement not subsequently having been terminated, prior to 8:00 a.m. on the Listing Date;

2.1.7 the notification on the completion of the CSRC Filings not having been withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date; and (ii) all of the waivers and exemptions (if any) as stated in the Hong Kong Public Offering Documents to be granted by the Stock Exchange or the SFC (as applicable) are granted, and not otherwise revoked, withdrawn, amended or invalidated;

2.1.8 the Warranties being true, accurate and not misleading as of the date of this Agreement and the dates on which they will be deemed to be repeated under this Agreement (as though they had been given and made on such date by reference to the facts and circumstances then subsisting); and

2.1.9 each of the Company and the Warrantor, having performed and complied with its/his obligations under this Agreement (or otherwise waived in accordance with the terms stated herein) on or prior to the respective times and dates by which such obligations must be performed or conditions met.

2.2 Undertaking to fulfil Conditions

Each of the Company and the Warrantor jointly and severally undertakes to the Sole Sponsor, the Sole Sponsor-OC, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters, use its best endeavours to fulfil, or procure the fulfilment of, the Conditions on or before the relevant time or date specified and, in particular, will furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be reasonably required by the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC, the Registrar of Companies in Hong Kong and the CSRC for the purposes of or in connection with the listing of the H Shares on the Main Board of the Stock Exchange and the fulfilment of the Conditions.

2.3 Extension

The Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) may, in its sole and absolute discretion, on or before the latest time on which each of the Conditions is required to be fulfilled, either:

2.3.1 extend the deadline for the fulfilment of any Condition by such time and/or in such manner as the Sole Overall Coordinator may, after consultation with and taking into account the reasonable opinion of the Company, determine (in which case the Sole Overall Coordinator can extend the other dates/deadlines referred to in this

Agreement in such manner as they deem appropriate, provided that no extension may be made after 30 January 2025 (being the date which is 30 days following the Prospectus Date) and any such extension and the new dates or deadlines must be notified by the Sole Overall Coordinator to the other parties to this Agreement as soon as practicable after each extension is made; or

2.3.2 in respect of the Conditions other than those set out in Clause 2.1.2 to Clause 2.1.4 and Clause 2.1.7, to waive or modify (in whole or in part and with or without condition(s) attached) any Condition.

2.4 Conditions not fulfilled

Without prejudice to Clause 2.3, if any of the Conditions have not been fulfilled in accordance with their terms on or before the date or time specified without any subsequent extension of time or waiver or modification in accordance with the terms of this Agreement, this Agreement will terminate with immediate effect and Clause 12.2 will apply.

2.5 No waiver in certain circumstances

The Sole Sponsor's, the Sole Sponsor-OC's, the Sole Overall Coordinator's, the Joint Global Coordinators', the Joint Bookrunners', the Joint Lead Managers', the Hong Kong Underwriters' or the CMIs' consent to or knowledge of any amendments/supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their rights to terminate this Agreement.

3 OFFER PRICE; OVER-ALLOTMENT OPTION

3.1 Reduction of offer price or number of Offer Shares

3.1.1 The Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) may, where it deems appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the consent of the Company, reduce the number of Offer Shares offered in the Global Offering below that stated in the Prospectus or the offer price below that stated in the Prospectus at any time prior to the morning of the Acceptance Date.

3.1.2 Once the decision in Clause 3.1.1 has been made, the Company must, as soon as practicable and in any event not later than the morning of the Acceptance Date:

(i) cause a notice of the reduction in the number of Offer Shares being offered in the Global Offering or the offer price to be published on the website of the Stock Exchange and the website of the Company;

(ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange, the SFC and the CSRC; and

(iii) comply with all Laws applicable to that reduction.

3.1.3 Such notice and supplemental prospectus must include confirmation or revision, as appropriate, of the working capital statement and the Global Offering statistics set out in the Prospectus and any other financial information which may change resulting from such reduction.

3.2 Over-allotment Option

The Company will grant the Over-allotment Option to the International Underwriters, exercisable by the Sole Overall Coordinator (on behalf of the International Underwriters), pursuant to the terms 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 Option Shares:

3.2.1 the Option Shares arising from the exercise of the Over-allotment Option shall be allocated to the International Offering as International Offer Shares; and

3.2.2 any 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 Option Shares.

4 APPOINTMENTS

4.1 Sole Sponsor-OC, Sole Overall Coordinator, Joint Global Coordinators, Joint Bookrunners and Joint Lead Managers

The Company confirms and acknowledges its appointment, to the exclusion of all others, of:

4.1.1 CSCI as the Sole Sponsor-OC for the Global Offering;

4.1.2 CSCI as the Sole Overall Coordinator for the Global Offering;

4.1.3 CSCI, China Galaxy International Securities (Hong Kong) Co., Limited, BOCI Asia Limited, ABCI Capital Limited, ICBC International Securities Limited, Victory Securities Company Limited as the Joint Global Coordinators for the Global Offering;

4.1.4 CSCI, China Galaxy International Securities (Hong Kong) Co., Limited, BOCI Asia Limited, ABCI Capital Limited, ICBC International Securities Limited, Victory Securities Company Limited, Shenwan Hongyuan Securities (H.K.) Limited, CCB International Capital Limited, Haitong International Securities Company Limited, Star River Securities Limited, Guoyuan Securities Brokerage (Hong Kong) Limited, Orient Securities (Hong Kong) Limited, SPDB International Capital Limited, China Industrial Securities International Capital Limited, BOCOM International Securities Limited, Fosun International Securities Limited, China Sunrise Securities (International) Limited and Hong Tai Securities Limited as the Joint Bookrunners for the Hong Kong Public Offering; and

4.1.5 CSCI, China Galaxy International Securities (Hong Kong) Co., Limited, BOCI Asia Limited, ABCI Securities Company Limited, ICBC International Securities Limited, Victory Securities Company Limited, Shenwan Hongyuan Securities (H.K.) Limited, CCB International Capital Limited, Haitong International Securities Company Limited, Star River Securities Limited, Guoyuan Securities Brokerage (Hong Kong) Limited, Orient Securities (Hong Kong) Limited, SPDB International Capital Limited, China Industrial Securities International Capital Limited, BOCOM International Securities Limited, Fosun International Securities Limited, China Sunrise Securities (International) Limited and Hong Tai Securities Limited as the Joint Lead Managers for the International Offering,and each of CSCI, China Galaxy International Securities (Hong Kong) Co., Limited, BOCI Asia Limited, ABCI Capital Limited, ABCI Securities Company Limited, ICBC International Securities Limited, Victory Securities Company Limited, Shenwan Hongyuan Securities (H.K.) Limited, CCB International Capital Limited, Haitong International Securities Company Limited, Star

River Securities Limited, Guoyuan Securities Brokerage (Hong Kong) Limited, Orient Securities (Hong Kong) Limited, SPDB International Capital Limited, China Industrial Securities International Capital Limited, BOCOM International Securities Limited, Fosun International Securities Limited, China Sunrise Securities (International) Limited and Hong Tai Securities Limited, relying on the Warranties, confirms its acceptance of each appointment, on and subject to the terms and conditions of this Agreement.

4.2 Sole Sponsor

The Company confirms and acknowledges its appointment, to the exclusion of all others, of CSCI to act as the Sole Sponsor of the Company in relation to its application for Admission. CSCI, relying on the Warranties, confirms its acceptance of the appointment.

4.3 Hong Kong Underwriters and capital market intermediaries

The Company appoints, to the exclusion of all others, the Hong Kong Underwriters and CMIs, to underwrite the Hong Kong Public Offering, and each Hong Kong Underwriter and CMI, relying on the Warranties, severally (but not jointly or jointly and severally) accepts its appointment, on and subject to the terms and conditions of this Agreement.

4.4 Delegation

4.4.1 Each appointment referred to in Clause 4.1 to Clause 4.3 has been accepted on the basis, and on terms, that each Appointee is irrevocably authorised to delegate all or any of its rights, duties, powers, authorities and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Warrantor) 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 referred to in this Clause 4 shall remain liable for all acts and omissions of any of its affiliate(s) or any other person(s) to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 4.4.1, notwithstanding any such delegation.

4.4.2 Each Appointee will remain liable for all acts and omissions of its delegates to which it has delegated the rights, duties, powers, authorities and discretions pursuant to this Clause 4.4 to the extent that it would have been liable hereunder if it had not delegated such rights, duties, powers and/or discretions.

4.5 Conferment of authority

Each of the Company and the Warrantor confirms that each appointment referred to in Clause 4.1 to Clause 4.3 confers on each Appointee and each of its delegates as referred to in Clause 4.4 all rights, duties, powers, authorities and discretions on behalf of the Company and the Warrantor, respectively, which are necessary for, or incidental to, the performance of the Appointee's role as a sponsor, sponsor-overall coordinator, overall coordinator, global coordinator, lead manager, bookrunner, capital market intermediary or underwriter (as the case may be) of the Global Offering and the application for Admission, and agrees to ratify and confirm everything which the Appointee or any of its delegates as referred to in Clause 4.4 has done or will do within the scope of its appointment or in the exercise of any of such rights, duties, powers, authorities and discretions referred to in this Agreement.

4.6 Sub-underwriting

A Hong Kong Underwriter can enter into sub-underwriting arrangements in respect of any part of its Hong Kong Underwriting Commitment, provided that such relevant Hong Kong Underwriter shall remain liable to the Company for the performance of this Agreement, it cannot offer or sell any Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or selling restrictions. All commissions payable for any sub-underwriting arrangements will be borne by the Hong Kong Underwriter absolutely and shall not be for the account of the Company. Except where such sub-underwriter is an Indemnified

Party, (i) none of the Company or the Warrantor owe any duty or obligations pursuant to this Agreement to any of the sub-underwriters so appointed; and (ii) none of the Warranties set out in Schedule 3 is for the benefit of such sub-underwriter. Each Hong Kong Underwriter shall notify the Company before sub-underwriters further sub-underwrite their respective underwriting commitments.

4.7 No liability for Offer Price and Offering Documents

Without prejudice to the generality of the foregoing and notwithstanding anything contained in this Agreement to the contrary, none of the Appointees and the other Indemnified Parties will have any liability whatsoever to the Company or the Warrantor or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Appointees and their respective delegates under Clause 4.4 or any other Indemnified Party, with respect to the following matters (each of the Company and the Warrantor confirms and accepts that these are solely its/his responsibilities):

4.7.1 any alleged insufficiency of the Offer Price or any dealing price of the H Shares;

4.7.2 any of the matters referred to in Clauses 13.1.1 to 13.1.3; and

4.7.3 any omission of information from any Offering Documents or any amendment or supplement thereto, or any information or statement of fact or opinion contained therein being or being alleged to be untrue, incorrect, inaccurate or misleading (it being acknowledged by the parties that the Company and the Directors are solely responsible in this regard), except for (i) the legal name, logo and address of the Sole Sponsor, the Sole Sponsor-OC, the Sole Overall Coordinator, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Hong Kong Underwriters and the CMIs, and (ii) the name and qualifications of the Sole Sponsor under the section headed "Statutory and General Information" in the Prospectus,

and each Indemnified Party can, pursuant to the indemnities contained in Clause 13, recover any Loss incurred, made or suffered as a result of or in connection with any of the foregoing matters.

4.8 No fiduciary relationship

4.8.1 Each of the Company and the Warrantor acknowledges and agrees that:

(i) the Sole Sponsor, in its role as such, is acting solely as sponsor in connection with the Company's application for Admission;

(ii) the Sole Sponsor-OC, in its role as such, is acting solely as, being the sponsor-overall coordinator in connection with the Company's application for Admission and to the Global Offering;

(iii) the Sole Overall Coordinator, in its role as such, is acting solely as overall coordinator of the Global Offering;

(iv) the Joint Global Coordinators, in its role as such, is acting solely as global coordinator in connection with the Global Offering;

(v) the Joint Lead Managers, in their roles as such, are acting solely as lead managers in connection with the Hong Kong Public Offering;

(vi) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners in connection with the International Offering;

(vii) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters and capital market intermediaries in connection with the Hong Kong Public Offering; and

(viii) the CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering.

4.8.2 Each of the Company and the Warrantor further acknowledges and agrees that:

(i) each Appointee is acting pursuant to a contractual relationship with the Company and the Warrantor, in each case entered into on an arm's length basis, and in no event do the parties intend that any Appointee, its delegates or any of them act or be responsible as a fiduciary or adviser to any Group Company or the Warrantor, their respective management, shareholders or creditors or any other person in connection with any activity that each Appointee, its delegates or any of them may undertake or have undertaken in furtherance of the Global Offering, either before or after the date of this Agreement; and

(ii) each of the Sole Sponsor, the Sole Sponsor-OC, the Sole Overall Coordinator and the CMIs is acting in the capacity as sponsor, sponsor-overall coordinator, overall coordinator and capital market intermediary (as applicable) subject to the Code of Conduct for Persons Licensed by or Registered with the SFC (the "**Code of Conduct**") and therefore each of the Sole Sponsor, the Sole Sponsor-OC, the Sole Overall Coordinator and the CMIs owes certain regulatory duties only to the Stock Exchange and the SFC but not to any other party including the Company and the Warrantor.

4.8.3 Each Appointee expressly disclaims for itself and for each of its delegates any fiduciary, advisory or similar obligations to any Group Company or the Warrantor, either in connection with any transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Stock Exchange or any process or matters leading up to such transactions, and each of the Company and the Warrantor confirms its/his understanding and agreement to that effect.

4.8.4 None of the Appointees is advising the Company, the Warrantor or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. Each of the Company and the Warrantor must consult its/his own advisers concerning such matters and the Appointees and their respective delegates will have no responsibility or liability to the Company or the Warrantor with respect thereto.

4.8.5 The Company and the Warrantor, on the one hand, and the Appointees, as applicable, on the other hand, agree that:

(i) with respect to any transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Stock Exchange or any process or matters leading up to such transactions,

(I) they are each responsible for making their own respective independent judgments; and

(II) none of the Appointees has assumed, or will assume, any fiduciary or advisory or other similar responsibility in favour of any Group Company or the Warrantor,

irrespective of whether any of the Appointees have advised or are currently advising any Group Company or the Warrantor on other matters; and

(ii) any opinions or views expressed by the Appointees or their respective delegates, as applicable, to the Company or the Warrantor regarding any such transactions, process or matters, including any opinions or views with respect to the price or market for the Offer Shares or, more generally, the Shares, do not constitute advice or recommendations to the Company or the Warrantor (as the case may be); and

(iii) the Appointees, as applicable, are acting as principal and not as the agent of any Group Company or the Warrantor (except and solely, in the case of the Sole Overall Coordinator, for the limited purposes of making payment on behalf of the Company of the Trading Fee to the Stock Exchange, the SFC Transaction Levy to the SFC and the AFRC Transaction Levy to the AFRC, respectively, as set forth in Clause 6.3.1) nor as the fiduciary or adviser of any Group Company or the Warrantor.

4.8.6 Each of the Company and the Warrantor waives and releases, to the fullest extent permitted by Laws, any Actions that the Company or the Warrantor may have against any of the Appointees and/or their respective delegates with respect to any breach or alleged breach of any fiduciary, advisory or other similar duty to the Company or the Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Stock Exchange or any process or matters leading up to such transactions.

4.8.7 Each of the Company and the Warrantor further acknowledges that each Appointee may be engaged in a broad range of transactions that involve interests that differ from those of the Group or the Warrantor.

4.9 Several obligations

4.9.1 Any transaction carried out by any of the Appointees pursuant to its appointment under Clause 4.1 to Clause 4.3, as applicable, or by any of its delegates (other than a purchase of any Hong Kong Offer Shares by that Appointee or delegate as principal and any stabilisation activity) will constitute a transaction carried out at the request of and for the Company and the Warrantor (as applicable) and not on account of or for any of the other Appointees or their respective delegates.

4.9.2 The obligations of each Appointee are several (and not joint or joint and several). None of the Appointees under Clause 4.1 to Clause 4.3 will be liable for any failure on the part of any of the other Appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Appointees to enforce the terms of this Agreement.

4.9.3 Notwithstanding the foregoing, each Appointee under Clause 4.1 to Clause 4.1.14.3 can enforce any or all of its rights under this Agreement either alone or jointly with one or more of the other Appointees.

4.10 Receiving Bank and Nominee

4.10.1 The Company has appointed (i) the Receiving Bank to act as the receiving bank in connection with the Hong Kong Public Offering and (ii) the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case on and subject to the terms and conditions contained in the Receiving Bank Agreement.

4.10.2 The Company will use its best efforts to procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to hold and deal with such application monies on and subject to the terms and conditions contained in the Receiving Bank Agreement.

4.11 H Share Registrar and White Form eIPO Service

4.11.1 The Company has appointed the H Share Registrar:

(i) to provide services in connection with the processing of the Hong Kong Public Offering Applications on and subject to the terms and conditions of the Registrar Agreement; and

(ii) to provide services in connection with applications submitted via the White Form eIPO Service.

4.11.2 The Company will use its best efforts to procure the H Share Registrar to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.

5 HONG KONG PUBLIC OFFERING

5.1 Hong Kong Public Offering

5.1.1 The Company will offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee and Transaction Levies) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement.

5.1.2 Subject to the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong by or on behalf of the Company, the Sole Sponsor will arrange for, and the Company will cause, the Formal Notice to be published on the Company's website and the Stock Exchange Website on the day(s) specified in Schedule 6 (or such other publications and/or day(s) as agreed by the Company and the Sole Sponsor).

5.2 Application Lists

The Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on that day, provided that in the event of a tropical cyclone warning signal number 8 or above, a "black" rainstorm warning signal and/or Extreme Conditions being in

force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signals remain in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the "**Acceptance Date**" and to the time of opening and closing of the Application Lists will be construed accordingly.

5.3 Basis of allocation

5.3.1 The Company agrees that the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) will have the exclusive right and power, in its sole and absolute discretion, on and subject to the terms and conditions of the Hong Kong Public Offering Documents and this Agreement and in compliance with applicable Laws, to:

(i) reject or accept in whole or in part any Hong Kong Public Offering Application; and

(ii) where the number of the Hong Kong Offer Shares under Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares, determine the basis of allocation of the Hong Kong Offer Shares.

5.3.2 The Company must, and will procure the Receiving Bank and the H Share Registrar to, provide, as soon as practicable after the close of the Application Lists, the Sole Overall Coordinator with such information, calculations and assistance as the Sole Overall Coordinator may reasonably require to determine, among other things:

(i) in the event of a Hong Kong Public Offering Under-Subscription, the number of the Hong Kong Offer Shares under Accepted Hong Kong Public Offering Applications which falls short of the total number of Hong Kong Offer Shares before reallocation pursuant to this Agreement;

(ii) in the event of a Hong Kong Public Offering Over-Subscription, the number of Hong Kong Offer Shares under Accepted Hong Kong Public Offering Applications which exceeds the total number of Hong Kong Offer Shares before reallocation in accordance with this Agreement; and

(iii) the basis of allocation of the Hong Kong Offer Shares.

5.4 Several underwriting commitments

5.4.1 On and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that, by 12:00 noon on the Acceptance Date, there remain any Hong Kong Offer Shares which have not been validly applied for under Accepted Hong Kong Public Offering Applications or in respect of which payment has not been cleared (a "**Hong Kong Public Offering Under-Subscription**"), the Hong Kong Underwriters (other than a Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by Relevant Hong Kong Public Offering Applications to zero) will, pursuant to this Clause 5.4 but subject to Clause 5.8 and Clause 5.10, apply or procure applications for the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the "**Unsold Hong Kong Offer Shares**") in accordance with the terms and conditions set out in the Hong Kong Public

Offering Documents (other than as to the deadline for making Hong Kong Public Offering Applications and the terms of payment) and will pay or procure to be paid the full amount payable on application (together with the Brokerage, the Trading Fee and the Transaction Levies) in accordance with Clause 5.7.2, provided that:

(i) the obligations of the Hong Kong Underwriters in respect of the Unsold Hong Kong Offer Shares under this Clause 5.4 will be several (and not joint or joint and several);

(ii) the number of Unsold Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 5.4 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 2):

$$N = T \times [(C - P)/(AC - AP)]$$

where in relation to such Hong Kong Underwriter:

N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 5.4, subject to such adjustment as the Sole Overall Coordinator may determine to avoid fractional shares;

T is the total number of Unsold Hong Kong Offer Shares determined after any reallocation pursuant to Clause 5.9 and Clause 5.10, 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 any reallocation pursuant to Clause 5.9 and Clause 5.10, as applicable; and

AP is the aggregate number of Hong Kong Offer Shares comprised in the Relevant Hong Kong Public Offering Applications of all the Hong Kong Underwriters; and

the obligations of the Hong Kong Underwriters determined pursuant to this Clause 5.4 may be rounded, as determined by the Sole Overall Coordinator in its sole and absolute discretion, to avoid fractions and odd lots. All parties agree that the determination of the Sole Overall Coordinator of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 5.4 shall be final and conclusive; and

5.4.2 None of the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform their respective obligations under this Clause 5.4 or otherwise under this Agreement. Notwithstanding the foregoing,

each Hong Kong Underwriter can enforce any or all of its rights under this Agreement, either alone or jointly with the other Hong Kong Underwriters.

5.5 Hong Kong Underwriters' set-off

Each Hong Kong Public Offering Application made or procured to be made by a Hong Kong Underwriter (otherwise than pursuant to Clause 5.7) will off-set the Hong Kong Underwriting Commitment of that Hong Kong Underwriter, subject to the production of evidence to the satisfaction of the Sole Overall Coordinator that the relevant application was made or procured to be made by such Hong Kong Underwriter (or any sub- underwriter of that Hong Kong Underwriter) and the Hong Kong Public Offering Application has been accepted as an Accepted Hong Kong Public Offering Application. Each such Accepted Hong Kong Public Offering Application reduces the Hong Kong Underwriting Commitment of that Hong Kong Underwriter *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application, until that Hong Kong Underwriter's Hong Kong Underwriting Commitment is reduced to zero. Detailed requirements relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 5.

5.6 Accepted Applications

The Company agrees that all duly completed and submitted applications received prior to the close of the Application Lists and accepted by the Sole Overall Coordinator pursuant to Clause 5.3, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their respective obligations under Clause 5.4.

5.7 Application and payment for Unsold Hong Kong Offer Shares

In the event of a Hong Kong Public Offering Under-Subscription:

5.7.1 the Sole Overall Coordinator must, subject to receiving the relevant information, calculations and assistance from the Company, the Receiving Bank and the H Share Registrar pursuant to Clause 5.3.2(i), notify each Hong Kong Underwriter as soon as practicable and in any event by 5:00 p.m. on the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up by that Hong Kong Underwriter pursuant to Clause 5.4; and

5.7.2 each Hong Kong Underwriter must, as soon as practicable and in any event not later than 12:00 noon on the first Business Day immediately after such notification and subject to the Conditions having been fulfilled or waived in accordance with the terms of this Agreement:

(i) make applications for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it, specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each applicant; and

(ii) pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it (which will include all amounts on account of the Brokerage, the Trading Fee and the Transaction Levies in accordance with the terms of the Hong Kong Public Offering); and

5.7.3 the Company must, as soon as practicable and not later than 9:30 a.m. on 8 January 2025 (being the date specified in the Prospectus for the despatch of share certificates):

(i) allot and issue to the applicants the Hong Kong Offer Shares to be taken up as aforesaid; and

(ii) procure the H Share Registrar to issue and deliver valid share certificates in respect of such Hong Kong Offer Shares to the applicants or, where appropriate, HKSCC Nominees Limited for immediate credit to such CCASS stock accounts as will be notified by the Sole Overall Coordinator to the Company, in each case in compliance with Clause 6.1.

5.8 Sole Overall Coordinator may make applications

In the event of a Hong Kong Public Offering Under-Subscription, the Sole Overall Coordinator will have the right (to be exercised at its sole and absolute discretion and in relation to which it is under no obligation to exercise) to apply or procure applications for (subject to and in accordance with the Hong Kong Public Offering Documents and this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to subscribe or procure subscription pursuant to Clause 5.4. Any application submitted or procured to be submitted by the Sole Overall Coordinator pursuant to this Clause 5.8 in respect of which payment is made *mutatis mutandis* in accordance with Clause 5.7 will satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 5.4, but will not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

5.9 Reallocation from the International Offering to the Hong Kong Public Offering

If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering (a "**Hong Kong Public Offering Over-Subscription**"), then:

5.9.1 subject to any required reallocation as set forth in Clause 5.9.2 and provisions set out in Chapter 4.14 of the Stock Exchange's Guide for New Listing Applicants, the Sole Overall Coordinator, in its sole and absolute discretion and after consultation with the Company, may (but will have no obligation to), reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Sole Overall Coordinator may in its sole and absolute discretion determine, and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering; and

5.9.2 if the Hong Kong Public Offering Over-Subscription represents a subscription of (a) 15 times or more but less than 50 times, (b) 50 times or more but less than 100 times or (c) 100 times or more, of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer

Shares shall be reallocated to the Hong Kong Public Offering from the International Offering, so that the total number of Offer Shares available under the Hong Kong Public Offering shall be increased based on the following:

	If the Hong Kong Public Offering Over-Subscription represents a subscription of 15 times or more but less than 50 times	**If the Hong Kong Public Offering Over-Subscription represents a subscription of 50 times or more but less than 100 times**	**If the Hong Kong Public Offering Over-Subscription represents a subscription of 100 times or more**
Total number of Hong Kong Offer Shares	43,493,000	57,990,000	72,487,000

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters will be reduced accordingly, and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering.

5.10 Reallocation from the Hong Kong Public Offering to the International Offering

In the event of a Hong Kong Public Offering Under-Subscription, the Sole Overall Coordinator may (but will have no obligation to), in its sole and absolute discretion and after consultation with the Company, reallocate all or any of the Unsold Hong Kong Offer Shares from the Hong Kong Public Offering to the International Offering and make available the reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters may be reduced in such manner and proportions as the Sole Overall Coordinator may, in its sole and absolute discretion, determine. The Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of the Unsold Hong Kong Offer Shares which have been reallocated to the International Offering.

5.11 Hong Kong Underwriters' obligations cease

All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease following full payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 5.7 or Clause 5.8 or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement).

5.12 Implementation of the Hong Kong Public Offering

Without prejudice to the foregoing obligations, the Company and the Warrantor jointly and severally undertake with each Appointee to take all such actions and do (or procure to be done) all such other acts and things reasonably required to implement the Hong Kong Public Offering and to comply with all relevant requirements to facilitate the Admission of the H Shares on the Main Board of the Stock Exchange.

6 ALLOTMENT AND PAYMENT

6.1 Issue of Hong Kong Offer Shares

The Company must, as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event by no later than 11:00 p.m. on 8 January 2025 (being the date specified in the Prospectus for the despatch of share certificates):

6.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the applicants specified in the Accepted Hong Kong Public Offering Applications and in the numbers specified by the Sole Overall Coordinator on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;

6.1.2 procure the H Share Registrar to enter the names of the applicants (or, where appropriate, HKSCC Nominees Limited) in the register of members of the Company accordingly (without payment of any registration fee); and

6.1.3 procure the H Share Registrar to issue and despatch, or deliver or release, share certificates in respect of the Accepted Hong Kong Public Offering Applications (in a form complying with the Listing Rules and in such number and denomination as directed by the Sole Overall Coordinator) to the applicants or, where appropriate, HKSCC Nominees Limited for immediate credit to such CCASS stock accounts as will be notified by the Sole Overall Coordinator to the Company or make them available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents.

6.2 Payment to the Company

6.2.1 Subject to this Agreement not having been terminated and the terms of the Receiving Bank Agreement, the Sole Overall Coordinator will issue a written confirmation to the Nominee on the Listing Date before 9:30 a.m. that the Conditions have been fulfilled (or waived). Subject to Clause 6.2.2 and upon the Nominee receiving the confirmation, the application monies received in respect of Accepted Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company in accordance with the Receiving Bank Agreement by wire transfer to the account in Hong Kong specified by the Company and notified to the Sole Overall Coordinator in writing as soon as practicable after the signing of this Agreement (but in any event by no later than the Acceptance Date) in immediately available funds.

6.2.2 The Company irrevocably and unconditionally authorises the Sole Overall Coordinator to direct the Nominee to deduct from the application monies (before payment of the application monies to the Company as provided in Clause 6.2.1) and pay to the Sole Overall Coordinator (and where a person other than the Sole Overall Coordinator is entitled to any amount so deducted, such amount will be received by the Sole Overall Coordinator on behalf of that person) all amounts payable by the Company pursuant to Clause 6.3 (Brokerage, Trading Fee and Transaction Levies), and any other amount to be decuted as further agreed in the International Underwriting Agreement.

6.2.3 To the extent that the amounts deducted by the Nominee under Clause 6.2.2 are insufficient to cover, or the Nominee do not or will not deduct the sum required in Clause 6.2.2, the Company must, and the Warrantor must procure the Company to, pay or cause to be paid in full the shortfall or the amounts not so deducted, as applicable, as soon as possible after the Listing Date and forthwith upon demand by the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) or by the relevant party entitled to the amount payable by the Company.

6.2.4 The net amount the Company will be entitled to receive pursuant to this Clause 6.2 and the Receiving Bank Agreement will (if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to a refund of application monies.

6.3 Brokerage, Trading Fee and Transaction Levies

6.3.1 The Company irrevocably and unconditionally authorises the Sole Overall Coordinator to, and the Sole Overall Coordinator will, direct the Nominee to deduct and pay on behalf of:

(i) all successful applicants under the Hong Kong Public Offering (a) to the persons entitled to receive it the Brokerage, (b) to the Stock Exchange the Trading Fee, (c) to the SFC the SFC Transaction Levy and (d) to the AFRC the AFRC Transaction Levy, in each case in respect of the Accepted Hong

Kong Public Offering Applications; and

(ii) the Company (a) to the Stock Exchange the Trading Fee, (b) to the SFC the SFC Transaction Levy and (c) to the AFRC the AFRC Transaction Levy, in each case in respect of the Accepted Hong Kong Public Offering Applications,

such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications.

6.3.2 The respective entitlements of each Hong Kong Underwriter to the Brokerage will be paid as separately agreed between the Sole Overall Coordinator and the Hong Kong Underwriters. Each of the Sole Overall Coordinator and the Hong Kong Underwriters understands and acknowledges that none of the Company or the Warrantor owe any duty or obligations regarding the respective entitlements of each Hong Kong Underwriter to the Brokerage under this Clause 6.3.2.

6.4 Refund payments

The Company will procure, in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, the H Share Registrar and/or the Nominee (as the case may be) to pay refunds of application monies to those successful and unsuccessful applicants under the Hong Kong Public Offering who are entitled to receive refunds of application monies (in whole or in part) in accordance with the Hong Kong Public Offering Documents.

6.5 Separate bank account

The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications will be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.

6.6 No responsibility for default

The Company acknowledges and agrees that none of the Appointees has any liability whatsoever under Clause 6 or Clause 7 or otherwise for any default by the Nominee or the H Share Registrar or any other application or otherwise of funds.

7 COMMISSIONS AND COSTS

7.1 Underwriting commission

7.1.1 Subject to this Agreement having become unconditional and not having been terminated under its terms, the Company will pay all of the CMIs a total underwriting fee of approximately RMB10.5 million (the "**Total Underwriting Commission**"), among which, 60% of the Total Underwriting Fee (approximately RMB6.3 million would be paid by the Company as fixed fee to the Sole Overall Coordinator (the "**Fixed Fee to the Sole Overall Coordinator**"). The respective entitlements of the Hong Kong Underwriters to the Total Underwriting Commission will be determined and paid in the manner and time to be agreed in the International Underwriting Agreement.

7.1.2 The payment by the Company to the CMIs (or to the Sole Overall Coordinator, if it is determined in the International Underwriting Agreement that the Total Underwriting Commission is deducted from the application monies) of the Total Underwriting Commission in the manner set out in this Clause 7.1 shall be a full discharge of the Company's obligation to all the Hong Kong Underwriters to pay the Total Underwriting Commission.For the avoidance of doubt, on completion of the Global Offering, the Company shall remain liable to pay the outstanding sponsor fee in the manner as

agreed between the Company and the Sole Sponsor and the Sole Sponsor-OC under the Sole Sponsor and Sole Overall Coordinator Mandate in addition to any underwriting commission payable by the Company to the Sole Overall Coordinator provided in Clause 7.1.

7.1.3 The Company may, at its sole and absolute discretion, elect to pay to all of the CMIs (including the Sole Overall Coordinator) a discretionary incentive fee of up to 40% of the Total Underwriting Fee (the "**Discretionary Incentive Fee**") in the manner and time to be agreed in the International Underwriting Agreement.

7.2 Sponsor fee and other fees and expenses

If for any reason this Agreement is terminated or will not become unconditional or, for any other reason, the Global Offering is not completed, the Company will not be liable to pay any underwriting commission or incentive fee pursuant to Clause 7.1, but the Company shall, and the Warrantor will procure the Company to, pay or reimburse or cause to be paid or reimbursed:

7.2.1 the outstanding sponsor fee of such amount and in such manner as previously separately agreed between the Company and the Sole Sponsor pursuant to and in accordance with the terms of the Sole Sponsor and Sole Overall Coordinator Mandate.

7.3 Costs of the Company

7.3.1 The following costs, expenses, fees, charges and Taxation in connection with or incidental to the Global Offering, the listing of the H Shares on the Stock Exchange, this Agreement and the transactions contemplated thereby or in this Agreement, including the following:

(i) fees of all the legal advisers to the Company;

(ii) fees of all the legal advisers to the Underwriters as approved by the Company;

(iii) fees of the Reporting Accountants;

(iv) fees of the Receiving Bank and the Nominee;

(v) fees of the H Share Registrar;

(vi) fees of the Internal Control Consultant;

(vii) fees of the Industry Consultant;

(viii) fees and expenses of any public relations consultants engaged by the Company as approved by the Company;

(ix) fees of corporate secretarial service provider engaged by the Company;

(x) fees of the financial printer (including translators) retained by the Company for the Global Offering;

(xi) fees of other agents and advisers of the Company;

(xii) fees and expenses in connection with the application for, and the maintenance of, the listing of the H Shares on the Stock Exchange;

(xiii) fees and expenses in connection with the filing or registration of any document, or any amendment or supplemental thereto, with any Authority, including the Stock Exchange, the SFC, the Registrar of Companies in Hong Kong and the CSRC;

(xiv) costs and expenses in connection with printing and advertising in relation to the Global Offering, including that of the financial printer as approved by the Company;

(xv) costs and expenses in connection with preparing, despatching and distributing the Offering Documents, and all amendments and supplements thereto, in all relevant jurisdictions;

(xvi) costs and expenses in connection with preparing, printing, delivering, despatching and distributing (including transportation, packaging and insurance) share certificates, letters of regret and refund payments (if applicable);

(xvii) the Trading Fee and the Transaction Levies payable by the Company, and all capital duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable, in respect of the creation, allotment, issue, sale and delivery of the Offer Shares;

(xviii) CCASS fees payable by the Company in connection with the Global Offering; and

(xix) all out-of-pocket expenses reasonably incurred (including costs and expenses in connection with conducting background search and litigation searches in connection with the Global Offering) by CSCI in connection with the Global Offering which are not otherwise specifically provided for in this Clause 7.3 upon request made from time to time and, in each case as supported by provision of evidence of the valid receipts,

will be borne by the Company in such amount and manner as agreed in writing between the Company and the relevant parties, and the Company will pay and will only pay the above costs, expenses, fees, charges and Taxation provided if so agreed between the Company and the relevant parties and that a breakdown by category of all such fees, costs, charges, Taxation and expenses under this Clauses 7.2 and 7.3.1 shall be submitted to the Company for record.

7.3.2 All costs and expenses in Clauses 7.2 and 7.3.1 remain payable if the Global Offering does not proceed.

7.4 Costs of Appointees

Save as set out in this Clause and subject to Clause 13, the Company will not be liable to reimburse any Appointee for any cost, expense, fee, charge or Taxation incurred by it in connection with or incidental to the Global Offering, the listing of the H Shares on the Stock Exchange, this Agreement or the transactions contemplated thereby or hereby.

7.5 Time of payment of costs

All commissions, fees, costs, charges and expenses referred to in this Clause 7 (if not so deducted pursuant to Clause 6.2.2) or the balance of such commissions, fees, costs, charges and expenses (if the amount deducted pursuant to Clause 6.2.2 shall be insufficient for the purposes of covering such commissions, fees, costs, charges and expenses) shall be payable by the Company as soon as reasonably practicable but in any event not later than 30 calendar days upon written request by the Sole Overall Coordinator or by the relevant party incurring the commissions, fees, costs, charges or expenses. 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 and all interest, additions to Taxation, penalties or similar liabilities with respect thereto.

8 STABILISATION

8.1 Stabilising Manager

8.1.1 The Company appoints CSCI, to the exclusion of all others, as the Stabilising Manager in connection with the Global Offering. The Stabilising Manager, or any duly authorized person acting for it, in connection with the Global Offering, for its own account as principal or on behalf of any Hong Kong Underwriter, may (but with no obligation to and not as agent for the Company or the Warrantor) purchase, over-allocate or effect any other transaction in the market or otherwise take such other actions with a view to supporting the market price of the H Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date ("**stabilising action**"), provided that the Stabilising Manager must comply with the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance and all other applicable Laws. Any stabilisation action, if taken, may be discontinued at any time without notice.

8.1.2 The Stabilising Manager may, in its sole and absolute discretion, appoint any of its Affiliates and/or any other persons to be its agent for the purposes of taking any stabilising action, with such authorities and rights as the Stabilising Manager has pursuant to this Clause 8.1.

8.2 Stabilising losses and profits

8.2.1 Any liability, cost, expense, fee, loss, charges or Taxation resulting from any stabilising action (including over-allocation) will be deducted from the commissions payable to the International Underwriters. All profits or gains arising from stabilising activities and transactions effected by the Stabilising Manager or any person acting for it as stabilising manager shall be for the respective accounts of the Sole Overall Coordinator upon and subject to the terms and conditions of the Agreement Among International Underwriters.

8.2.2 The Company will not be responsible for any liability, cost, expense, fee, loss, charges or Taxation, and will not be entitled to any profit, arising from stabilising actions activities and transactions effected by the Stabilising Manager or its agent pursuant to Clause 8.2.1.

8.3 No stabilisation action by anyone other than the Stabilising Manager

Each of the Company, the Warrantor and the Appointees (in each case other than the Stabilising Manager) undertakes to each Appointee (other than itself) that it will not, and will cause, as the case may be, (a) each of its directors, officers, employees and Affiliates, (b) each of the directors, officers and employees of each of its Affiliates, and (c) any person acting on its behalf or on the behalf of any of the persons referred to in (a) or (b), not to:

8.3.1 take or facilitate, directly or indirectly, any action which is designed to or which constitutes or which might reasonably be expected to cause or result in the stabilisation or manipulation in violation of applicable Laws, of the price of any security 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);

8.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or

8.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilising Manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise,

provided that the granting and exercising of the Over-allotment Options pursuant to the International Underwriting Agreement shall not constitute a breach of this clause.

9 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE COMPANY AND THE WARRANTOR

9.1 Warranties

9.1.1 The Company represents, warrants and undertakes with respect to each of the Warranties in Part A of Schedule 3, and the Warrantor represents, warrants and undertakes with respect to each of the Warranties in Part A and Part B of Schedule 3, to each Appointee that each of the Warranties is true, accurate and not misleading on the terms set out in this Clause.

9.1.2 Each of the Company and the Warrantor acknowledges that each Appointee is entering into this Agreement in reliance upon the Warranties made by them respectively.

9.1.3 Each Warranty will be construed separately and independently and will not be limited or restricted by reference to or inference from the terms of any of the other Warranties or any other term of this Agreement.

9.2 Repetition of Warranties

The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties will be deemed to have been repeated, in each case with reference to the facts and circumstances then subsisting:

9.2.1 on the date of the registration of the Hong Kong Public Offering Documents by the Registrar of Companies in Hong Kong;

9.2.2 on the Prospectus Date;

9.2.3 on the Acceptance Date;

9.2.4 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);

9.2.5 immediately prior to (a) the applications by the Sole Overall Coordinator or any other Hong Kong Underwriter or CMIs and (b) the payment by the Sole Overall Coordinator or any other Hong Kong Underwriter or CMIs for the Hong Kong Offer Shares to be taken up by them, respectively, pursuant to Clause 5.4, Clause 5.7 or Clause 5.8 (as the case may be);

9.2.6 on the Announcement Date;

9.2.7 immediately prior to 8:00 a.m. on the Listing Date; and

9.2.8 immediately prior to the commencement of dealings in the H Shares on the Stock Exchange.

9.3 Notice of breach of Warranties

Each of the Company and the Warrantor undertakes to as soon as practicable notify the

Sole Overall Coordinator (on behalf of the Hong Kong Underwriters) in writing if it comes to its/his knowledge that any of its/his respective Warranties is untrue, inaccurate or misleading in any respect or ceases to be true and accurate or becomes misleading in any respect at any time up to the last to occur of the dates or times specified in Clause 9.2 or if it becomes aware of any event or circumstance which would or might cause any of its/his respective Warranties to become untrue, inaccurate or misleading in any respect.

9.4 Undertaking not to breach Warranties

Each of the Company and the Warrantor undertakes to each Appointee not to, and to procure each Group Company not to, do or omit to do anything or permit to occur any event which would or might render any of its/his respective Warranties untrue, inaccurate or misleading in any respect at any time up to the last to occur of the dates or times specified in Clause 9.2 or which could materially and adversely affect the Global Offering.

9.5 Remedial action and announcements

9.5.1 Each of the Company and the Warrantor will notify the Sole Overall Coordinator as soon as reasonably practicable if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates or times on which its/his respective Warranties are deemed to be given pursuant to the provisions of Clause 9.2:

(i) any event occurs or any circumstance exists which renders or could render untrue or inaccurate or misleading in any respect any of the Warranties, or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement; or

(ii) any event occurs or any circumstance exists which requires or could require the making of any change to any Offering Document so that the Offering Document would not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements in there, in the light of the circumstances under which they were made, not misleading; or

(iii) it becomes necessary or desirable for any other reason to amend or supplement any Offering Document; or

(iv) any significant new factor likely to affect the Hong Kong Public Offering or the Global Offering arises,

and in each of the cases described in sub-Clause (i) to sub-Clause (iv), the Company, at its own expense, must as soon as practicable take such remedial action as may be reasonably required by the Sole Overall Coordinator, including as soon as practicable preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to any Offering Document as the Sole Overall Coordinator may

reasonably require and supplying the Sole Overall Coordinator and such persons as they may direct, with such number of copies of such amendments or supplements as it may require, provided that the Company will obtain the written consent of the Sole Overall Coordinator prior to the publication or distribution of such amendment or supplement. Without prejudice to the foregoing, each of the Company and the Warrantor agrees not to make any amendment or supplement to any Offering Document without the prior written approval of the Sole Overall Coordinator.

9.5.2 If any matter or event referred to in Clause 9.5.1 occurs, nothing in this Agreement

will prejudice any rights that any Appointee may have in connection with the occurrence of such matter or event, including any rights arising under Clause 12 or Clause 13.

9.6 Knowledge of the Company and the Warrantor

A reference in this Clause 9 or in Part A or Part B of Schedule 3 to the Company's or the Warrantor' knowledge, information, belief or awareness or any similar expression will be deemed to (a) refer to the knowledge of the directors of the Company, who will be deemed to have knowledge of such matters as they would have discovered had they made all due and careful enquiries, and (b) include an additional statement that the directors of the Company have used their respective best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate in all respects. Notwithstanding that any Appointee has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Appointees under this Clause will not be prejudiced by such knowledge, investigation and/or enquiry.

9.7 Obligations personal

The obligations of each of the Company and the Warrantor under this Agreement will be binding on each of their respective personal representatives or their successors in title.

9.8 Release of obligations

Any Appointee may in its sole and absolute discretion release, compound or compromise or give time or indulgence in relation to the liability of another Appointee without in any way prejudicing or affecting its rights against the other Appointees under the same or a similar liability.

9.9 Consideration

The Company and the Warrantor have entered into this Agreement, and agreed to give the representations, warranties, undertakings and indemnities in this Agreement, in consideration of the Appointees agreeing to enter into this Agreement.

9.10 Amendment or supplement

For the purpose of this Clause 9, if an amendment or supplement to any Offering Documents is published after the date of this Agreement, the representations, warranties, agreements and undertakings relating to any such documents given pursuant to this Clause 9 will be deemed to be repeated on the date of publication of each amendment or supplement, and when so repeated, the representations, warranties, agreements and undertakings relating to such documents will be read and construed subject to the provisions of this Agreement as if the references therein to such documents include such documents when read together with such amendment or supplement.

9.11 Full force

The Warranties will remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Nothing in this Agreement will affect the on-going nature of the Warranties.

10 RESTRICTIONS ON ISSUE, DISPOSAL OR BUY-BACK OF SECURITIES

10.1 Lock-up on the Company

1.1.1 The Company undertakes to each Appointee not to (except for the offer, allotment and issue of the Offer Shares pursuant to the Global Offering, including pursuant to any exercise of the Over-Allotment Option), at any time during the period commencing on the date of this Agreement and ending on, and including, the date that is six months after the Listing Date (the "**First Six-Month Period**"), without the prior written consent of the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) (such consent shall not be unreasonably withheld or delayed) and unless in compliance with the requirements of the Listing Rules:

(i) allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, hedge, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or contract or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or any other equity securities of the Company or any interest in any of the foregoing (including any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to subscribe for or purchase, any Shares or any other equity securities of the Company);

(ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or any other equity securities of the Company or any interest in any of the foregoing (including any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to subscribe for or purchase, any Shares or any other equity securities of the Company);

(iii) enter into any transaction with the same economic effect as any transaction specified in Clause 10.1.1(i) or Clause 10.1.1(ii); or

(iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 10.1.1(i), Clause 10.1.1(ii) or Clause 10.1.1(iii),

in each case, whether the transaction is to be settled by delivery of Shares or such other equity securities of the Company or in cash or otherwise (whether or not the allotment or issue of Shares or such other equity securities of the Company will be completed within the First Six-Month Period).

10.1.2 In the event that, during the period of six months immediately following the expiry of the First Six-month Period (the "**Second Six-Month Period**"), the Company enters into any of the transactions specified in Clause 10.1.1(i), Clause 10.1.1(ii) or Clause 10.1.1(iii) or offers to or agrees to or announces any intention to effect any such transaction, the Company undertakes to take all reasonable steps to ensure that such transaction, offer, agreement or announcement will not create a disorderly or false market in the H Shares or any other equity securities of the Company .

10.2 Maintenance of public float

10.2.1 Each of the Company and the Warrantor undertakes to each Appointee that it will

comply with the minimum public float requirements specified in the Listing Rules or in any waiver granted to the Company and not revoked, withdrawn, amended or invalidated by the Stock Exchange (the "**Minimum Public Float Requirement**").

10.2.2 Each of the Company and the Warrantor further undertakes to each Appointee that it will not agree to or effect any purchase of H Shares which may reduce the holdings of H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the Minimum Public Float Requirement on or before the first anniversary of the Listing Date without the prior written consent of the Sole Overall Coordianator (such consent shall not be unreasonably withheld or delayed).

10.3 Warrantor to procure the Company to comply with undertakings

The Warrantor undertakes to each Appointee to procure the Company to comply with the undertakings given by the Company in this Clause 10.

10.4 Lock-up on the Warrantor

The Warrantor undertakes to the Company and each Appointee that (except for the offer and issue of the Offer Shares pursuant to the Global Offering, including pursuant to any exercise of the Over- Allotment Option), without the prior written consent of the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

10.4.1 he/it will not at anytime, during the First Six-Month Period,

(i) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, hedge, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or any other equity securities of the Company or any interest in any of the foregoing (including any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any other equity securities of the Company) beneficially owned by it as of the Listing Date (the "**Locked- up Securities**"); or

(ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Locked-up Securities; or

(iii) enter into any transaction with the same economic effect as any transaction specified in Clause 10.4.1(i) or Clause 10.4.1(ii) above; or

(iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 10.4.1(i), Clause 10.4.1(ii) or Clause 10.4.1(iii) above,

in each case, whether the transaction is to be settled by delivery of Shares or such other equity securities of the Company or in cash or otherwise (whether or not the transaction will be completed within the First Six-Month Period);

10.4.2 it will not, at any time during the Second Six-Month Period, enter into any of the transactions specified in Clause 10.4.1(i), Clause 10.4.1(ii) or Clause 10.4.1(iii) above in respect of any Locked-up Securities or offer to or agree to or announce any intention to effect any such transaction if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or Encumbrance pursuant to such transaction, it will cease to be a "controlling

shareholder" (as defined in under the Listing Rules) of the Company; and

10.4.3 until the expiry of the Second Six-Month Period, in the event that it enters into any of the transactions specified in Clause 10.4.1(i), Clause 10.4.1(ii) or Clause 10.4.1(iii) in respect of any Locked-up Securities or offers to or agrees to or announces any intention to effect any such transaction, it will take all reasonable steps to ensure that any such transaction, offer, agreement or announcement will not create a disorderly or false market in the Shares or any other equity securities of the Company.

10.4.4 For the avoidance of doubt, nothing in this Clause 10.4 shall prevent the Warrantor or the relevant registered holder(s), any nominee or trustee holding any H Shares or other securities on trust for him/it or the companies controlled by him/it from (i) purchasing additional H Shares or other securities of the Company and disposing of such additional H Shares or other securities of the Company, provided that such purchase does not contravene the lock-up arrangements with the Warrantor above or compliance by the Company with the requirement of Rule 8.08 of the Listing Rules to maintain an open market in the securities and a sufficient public float in the H Shares, or (ii) using the H Shares or other securities of the Company or any interest therein beneficially owned by them as security (including without limitation a charge or a pledge) in favour of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a bona fide commercial loan, provided that for the purpose of (ii) above, the Warrantor agree and undertake to use all reasonable endeavours to ensure that the relevant authorized institution which enforces the relevant security during the First Six-Month Period (if any) will not dispose of the underlying Shares (whether in on market or off market).

10.5 Full force

The undertakings in this Clause 10 will remain in full force and effect notwithstanding the completion of Global Offering.

11 FURTHER UNDERTAKINGS

The Company undertakes to each Appointee that it will, and the Warrantor undertakes to each Appointee that it will procure that the Company will:

11.1 Global Offering

comply with, and has duly complied with, the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, Companies (WUMP) Ordinance, the Listing Rules or the CSRC Rules and all requirements of the Stock Exchange, the SFC or the CSRC or any PRC Authority or other applicable Laws or other Authorities in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including:

11.1.1 doing all such acts and things as are necessary or desirable to ensure that Admission occurs and is not subsequently withdrawn, cancelled or revoked;

11.1.2 making all necessary Approvals and Filings (including the CSRC Filings) with the Registrar of Companies in Hong Kong, the Stock Exchange and the CSRC;

11.1.3 making available for the display of the documents referred to in the section headed "Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display" in Appendix V to the Prospectus for the period stated therein;

11.1.4 use its reasonable endeavour to procure that none of the Directors and the Supervisors will himself/herself (or through a company controlled by him) apply for

any Hong Kong Offer Share either in his own name or through nominees unless permitted to do so under the Listing Rules and having obtained the prior written confirmation from the Stock Exchange to that effect;

11.1.5 without prejudice to Clause 11.1.6, use its reasonable endeavour to procure that no "core connected person" (as defined in Chapter 1 of the Listing Rules) of the Company will itself (or through a

company controlled by it) apply for any Hong Kong Offer Share either in its own name or through nominees unless permitted to do so under the Listing Rules and having obtained the prior written confirmation from the Stock Exchange to that effect, and if the Company becomes aware of any application or indication of interest for any Hong Kong Offer Share by any core connected person, its controlled company or nominee, it will as soon as practicable notify the Sole Overall Coordinator (on behalf of the Hong Kong Underwriters);

11.1.6 procuring that, with the exception of any guaranteed allocation of Offer Shares at the Offer Price as set forth in any Cornerstone Investment Agreement, it will not, and will procure that no member of the Group and any of their respective affiliates, directors, supervisors, officers, employees or agents will offer, agree to provide, procure any other person or entity to provide, or arrange to provide any direct or indirect benefits by side letter or otherwise, to any subscriber or purchaser of Offer Shares pursuant to any Cornerstone Investment Agreements or otherwise engage in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Stock Exchange's Guide for New Listing Applicants;

11.1.7 at the request of the Sole Overall Coordinator, using its best efforts to procure that the arrangements provided for in the Receiving Bank Agreement and the Registrar Agreement be varied and/or supplemented in the manner requested by the Sole Overall Coordinator in case of an unexpectedly high volume of applications under the Hong Kong Public Offering; and

11.1.8 not to, and procuring each Group Company and/or any of their respective directors, officers, Affiliates or agents not to, provide any material information, including forward-looking information (whether qualitative or quantitative), which is not reasonably expected to be included in the Prospectus, the Preliminary Offering Circular and the Final Offering Circular and which is not publicly available to any research analyst of the Sole Overall Coordinator and of each of the Underwriters at any time up to or on the date falling 40 days after the date of the International Underwriting Agreement;

11.2 Information

provide to the Appointees all such information known to it or which on due and careful enquiry ought to be known to it and whether relating to any Group Company or the Warrantor or otherwise as may be reasonably required by the Sole Overall Coordinator (on behalf of the Hong Kong Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including the requirements of the Stock Exchange or the SFC or the CSRC or any other relevant Authority);

11.3 Restrictive covenants

not to, and procure that no other Group Company will:

11.3.1 at any time after the execution of this Agreement up to and including the Listing Date, do or omit to do anything which causes or could reasonably be expected to cause any of the Warranties to be inaccurate, untrue or misleading in any respect;

11.3.2 enter into any commitment or arrangement which could reasonably be expected to adversely affect the Global Offering;

11.3.3 take any steps which, in the reasonable opinion of the Sole Overall Coordinator or the Sole Sponsor, would be materially inconsistent with any expression of policy or intention in the Prospectus; or

11.3.4 amend any of the terms of the appointments of the H Share Registrar, the Receiving Bank or the Nominee without the prior written consent of the Sole Overall Coordinator;

11.4 Maintaining listing

use its best endeavours to maintain the listing of, and will refrain from taking any action that could jeopardise the listing status of, its H Shares on the Main Board of the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least one year after the Listing Date except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Code on Takeovers and Mergers) for the Company becoming unconditional;

11.5 Legal and regulatory compliance

comply with all applicable Laws (including the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Authority), including:

11.5.1 delivering to the Stock Exchange as soon as practicable the declaration to be signed by the Company in the form set out in Regulatory Forms, Form F of the Listing Rules;

11.5.2 procuring that the audited consolidated financial statements of the Group Companies for the financial year ending 31 December 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 Accountants set out in Appendix I to the Prospectus;

11.5.3 adhering to the planned application of the net proceeds from the Global Offering as described in the Prospectus under the section headed “Future Plans and Use of Proceeds”;

11.5.4 complying with the CSRC Filing Rules, the Listing Rules, Part XIVA of the Securities and Futures Ordinance or other requirements in connection with the announcement and dissemination to the public any information required by the Stock Exchange, the SFC, the CSRC and any other Authority to be announced and disseminated to the public;

11.5.5 providing to the Sole Overall Coordinator (on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sole Overall Coordinator may reasonably require;

11.5.6 at all times adopting and upholding a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in in Appendix C3 of the Listing Rules and using its best endeavours to procure that each of the Directors upholds, complies and acts in accordance with the provisions of that code;

11.5.7 so far as it is able and it remains lawful and proper for it to do so, complying with all the undertakings and commitments made by it or the Directors or the Supervisors in the Prospectus; and

11.5.8 complying with the provisions of Chapters 13, 14 and 14A of the Listing Rules and the provisions of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs;

11.6 Significant changes

promptly as soon as reasonably practicable providing full particulars to the Sole Overall Coordinator if, at any time up to or on the date falling 60 days after the Listing Date, (a) there is a significant change which affects or is capable of affecting any information contained in any of the Offering Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued or (b) any Group Company enters into or intends to enter into any material agreement or commitment, and, in connection with (a) but subject to Clause 11.7, further:

11.6.1 inform the Stock Exchange of such significant change or matter if so required by the Sole Overall Coordinator;

11.6.2 at its expense, promptly as soon as reasonably practicable prepare documentation containing details of such change or matter if so required by the Stock Exchange or the Sole Overall Coordinator and in a form approved by the Sole Overall Coordinator, deliver such documentation through the Sole Sponsor to the Stock Exchange for approval and publish such documentation in such manner as the Stock Exchange or the Sole Overall Coordinator may reasonably require; and

11.6.3 at its expense, make all necessary announcements via the Stock Exchange Website and the press to avoid a false market being created in the H Shares,

and, for the purposes of this Clause 11.6, "**significant**" means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules;

11.7 Announcement

not issue, make, publish or despatch any announcement, other document or public statement which:

11.7.1 is material in the context of the Global Offering, during the period commencing on the date of this Agreement and ending on (and including) the date of the ending of the stabilisation period; or

11.7.2 (a) is inconsistent with any statement in any of the Offering Documents or (b) has or may have any material adverse effect on the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Group, in each case during the period commencing on the date of this Agreement and ending on (and including) the date of the ending of the stabilisation period,

in each case without the prior written consent of the Sole Overall Coordinator (such consent not to be unreasonably withheld or delayed), except if and to the extent required by any Law or Authority to which the Company is subject or submits, provided that, to the

extent permitted by such Law or Authority (as the case may be), any announcement, document or public statement so required to be issued, made, published or despatched will only be issued, made, published or despatched after the Sole Overall Coordinator has had a reasonable opportunity to review and comment on the final draft and its comments (if any) have been fully considered by the Company;

11.8 Internal control

duly ensure that any material issues identified and as disclosed in the Internal Control Report prepared by the Internal Control Consultant have been, are being or will as soon as reasonably practicable prior to the Listing be rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal control procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in the Internal Control Report ; and

11.9 General

without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with its terms and conditions.

12 TERMINATION

12.1 Termination events

The Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) shall be entitled, in its sole and absolute discretion, by notice in writing to the Company, terminate this Agreement with immediate effect if, at any time at or prior to 8:00 a.m. on the Listing Date:

12.1.1 there develops, occurs, exists or comes into effect:

(i) any new Law or any change or development involving a prospective change in existing Law, or any change or development involving a prospective change in the interpretation or application thereof by any court or other competent Authority in or affecting the PRC, Hong Kong, Macau, the United States, the United Kingdom or the European Union (or any of its members) (each a "**Relevant Jurisdiction**"); or

(ii) any change or development involving a prospective change or development in local, national, regional or international financial, political, military, industrial, economic, trading, currency market, fiscal or regulatory market conditions, equity securities or any monetary or trading settlement system or other financial markets (including, without limitation, conditions in stock and bond markets, money and foreign exchange markets, inter-bank markets and credit markets) or currency exchange rate or controls in or affecting any Relevant Jurisdiction; or

(iii) any event or a series of events, in the nature of force majeure (including, without limitation, any act of government or order of any court, strike, calamity, crisis, lock-out, fire, explosion, flooding, earthquake, civil commotion, act of war, outbreak or escalation of hostilities (whether or not war is declared), act of God, act of terrorism (whether or not responsibility has been claimed), declaration of a national or international emergency, riot, public disorder, outbreak or outbreak or escalation of disease (including infectious disease, including without limitation COVID-19, SARS, MERS, H5N1,H1N1, swine or avian influenza or such related/mutated forms); or

(iv) the imposition or declaration of any moratorium, suspension or limitation (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on trading in shares or securities generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Shanghai Stock Exchange, or the Shenzhen Stock Exchange; or

(v) (a) any change or prospective change in taxation, foreign exchange controls, currency exchange rates or foreign investment regulations (including, without limitation, a devaluation of the Hong Kong dollar or RMB against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or RMB is linked to any foreign currency or currencies) or the implementation of any exchange control, or (b) any change or prospective change in Taxation in any Relevant Jurisdiction adversely affecting an investment in the H Shares; or

(vi) any general moratorium on commercial banking activities in any Relevant Jurisdiction or any disruption in commercial banking or foreign exchange trading or securities trading or securities settlement or clearance services, procedures or matters in any Relevant Jurisdictions; or

(vii) the imposition of economic sanctions, in whatever form, directly or indirectly, by, or for, any jurisdiction relevant to the business operations of any member of the Group; or

(viii) the issue or requirement to issue by the Company of a supplemental or amendment to the Prospectus, Preliminary Offering Circular or Offering Circular or other documents in connection with the offer and sale of the H Shares pursuant to the Companies (WUMP) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange or the SFC; or

(ix) any valid demand by creditors for repayment of indebtedness before its maturity or 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

(x) any Warrantor any Director, any Supervisor or any member of the Group's senior management being charged with an indictable offence or prohibited by Laws or otherwise disqualified from taking part in the management of a company, or any litigation, dispute, legal action, claim, investigation or other action (including arrest or detainment) or proceedings or investigations being commenced by an Authority, threatened or instigated against any Group Company, any Warrantor, any Director, any Supervisor or any member of the Group's senior management; or

(xi) any adverse change or any development involving a prospective adverse change in or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profitability, results of operations, position or condition (financial or otherwise) or performance of any Group Company or the Group as a whole (including any litigation or claim of any third party being threatened or instigated against any Group Company); or

(xii) any of the chairman or the executive directors or member of member of the Group's senior management vacating his/her office; or

(xiii) any contravention by any Group Company of any applicable Laws including the Listing Rules and the CSRC Rules, that occur(s) within the aforementioned period; or

(xiv) that any statement contained in any of the Hong Kong Public Offering Documents, the Application Proof Prospectus, the PHIP and any notice, announcement, advertisement, communication issued or used (by or on behalf of the Company) in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) was or has become untrue, incomplete, inaccurate, incorrect or misleading or deceptive, or any forecast, estimate, expression of opinion, intention or expectation expressed in any of the Hong Kong Public Offering Documents, the PHIP and any notice, announcement, advertisement, communication so issued or used is not fair and honest and made on reasonable grounds or, where appropriate, based on reasonable assumptions, when taken as a whole; or

(xv) either (a) there has been a breach of any of the representations, warranties, undertakings or provisions of either this Agreement or the International Underwriting Agreement by the Company or any of the Warrantor or (b) any of the representations, warranties and undertakings given by the Company or any of the Warrantor in this Agreement or the International Underwriting Agreement, as applicable, is (or would when repeated be) untrue, inaccurate or misleading; or

(xvi) any non-compliance of the Prospectus, the CSRC Filings (or any other documents used in connection with the contemplated subscription and sale of the Offer Shares) or any aspect of the Global Offering with the Companies (WUMP) Ordinance, the Listing Rules, the CSRC Rules or any other applicable Laws; or

(xvii) any change or development involving a prospective change in, or a materialization of any of the risks set out in the section headed "Risk Factors" of the Prospectus,

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters): (a) is, will be or may be with Material Adverse Effect or to any present or prospective shareholder of the Company in its capacity as such; or (b) has, will have or may have a material adverse effect on the success or marketability of the Global Offering or the level of Offer Shares being applied for, under the Hong Kong Public Offering or the level of interest under the International Offering; or (c) makes, will make it or may make it impracticable or inadvisable or incapable or inexpedient to proceed with the Hong Kong Public Offering and/or the International Offering or the delivery of the Offer Shares on the terms and in the manner contemplated by the Prospectus, the Formal Notice, the Preliminary Offering Circular or the Final Offering Circular; or (d) would have or may have the effect of making any material part of this Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

12.1.2 there comes to the notice of any Appointee as at or after the date of this Agreement:

(i) a governmental or regulatory prohibition on the Company for whatever reason from issuing or selling the H Shares (including the Over-allotment Option Shares) pursuant to the terms of the Global Offering; or

(ii) a governmental or regulatory prohibition on the Company for whatever reason from converting any Unlisted Shares into H Shares upon completion of the Global Offering; or

(iii) any contravention by any Group Company or any Director or any Supervisor of the Companies (WUMP) Ordinance, the Companies Ordinance, the PRC Company Law, the CSRC Rules or the Listing Rules which is with Material Adverse Effect; or

(iv) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the Prospectus Date, not having been disclosed in the Prospectus, constitutes an material omission or misstatement; or

(v) any of the experts named in the Prospectus (except the Sole Sponsor) has withdrawn its consent to the issue of the Prospectus with the inclusion of its reports, letters, summaries or legal opinions (as the case may be) and references to its name included in the form and context in which they respectively appear; or

(vi) any event, act or omission which gives or is likely to give rise to any material liability of the Company or the Warrantor (as the case maybe) pursuant to the indemnities given by the Company and the Warrantor under this Agreement]; or

(vii) any material breach of any of the obligations of the Company, the Directors or the Warrantor under this Agreement or the International Underwriting Agreement; or

(viii) a portion of the orders in the book-building process at the time the International Underwriting Agreement is entered into, or the investment commitments by any cornerstone investors after signing of the Cornerstone Investment Agreements, has been withdrawn, terminated or cancelled; or

(ix) the Company has withdrawn the Prospectus (and/or any other documents issued or used by or on behalf of the Company in connection with the Global Offering) or the Global Offering; or

(x) the Admission by the Listing Committee is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld.

12.2 Effect of termination

Upon the termination of this Agreement:

12.2.1 subject to Clause 12.2.2 and except for any rights or obligations which may have accrued under this Agreement prior to such termination, each of the parties will cease to have any rights or obligations under this Agreement, but the Surviving Provisions will continue in full force and effect notwithstanding the termination of this Agreement;

12.2.2 the Company must refund, as soon as practicable, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 5.7 and/or by the Sole Overall Coordinator pursuant to Clause 5.8 and/or by the applicants under the Hong Kong Public Offering (in the latter case, the Company will procure the H Share Registrar and the Nominee to effect refund payments in accordance with the Hong Kong Public Offering Documents, the Registrar Agreement and the Receiving Bank Agreement); and

12.2.3 notwithstanding anything to the contrary under this Agreement, if this Agreement is terminated in accordance with Clause 2.4 or Clause 12.1, the Company shall pay to the Sole Overall Coordinator the fees, costs, charges and expenses set out in Clauses 7.2 and 7.3 in thirty (30) days upon demand and the Sole Overall Coordinator may, in accordance with the provisions herein, instruct the Nominee to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

13 INDEMNITY

13.1 Indemnity

The Company indemnifies, holds harmless and keeps indemnified in full each Appointee, for itself and on trust for each of its respective Indemnified Parties, on demand (on an after-Taxation basis) from and against (a) all actions, suits, claims (whether or not any such claim involves or results in any actions or proceedings), demands, investigations, judgments, awards and proceedings (in each case whether joint or several) (together, "**Actions**") which may be instituted, made or brought or threatened or alleged to be instituted, made or brought against or otherwise involve any Indemnified Party; and (b) all losses, liabilities, costs (including legal costs and experts' and consultants' fees), expenses, charges (including all payments, costs expenses and charges arising out of, in relation to or in connection with the investigation, dispute, defence or settlement of or response to any Actions or the enforcement of any settlement or judgment obtained in respect of any Actions), proceedings, claims, demands and Taxation (including stamp duty and any penalties and/or interest arising in respect of any Taxation) (in each case whether joint or several) (together, "**Losses**") which any Indemnified Party may suffer, incur or make, and, in each case, which, directly or indirectly, arise out of, are in relation to or are in connection with, except for any Losses solely caused by fraud, gross negligence or wilful default on the part of such Indemnified Party:

13.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents the PHIP, the Formal Notice, CSRC Filings or any notices, announcements, advertisements, communications or other documents issued by or on behalf of the Company relating to or connected with the Company, the Group or the Global Offering (whether or not approved by any Appointee), and any amendments or supplements thereto; or

13.1.2 any of the Offering Documents, the PHIP, the Formal Notice, CSRC Filings or any notices, announcements, advertisements, communications or other documents issued by or on behalf of relating to or connected with the Company, the Group or the Global Offering (whether or not approved by any Appointee), or any amendment or supplement thereto,

(i) containing any untrue, incorrect or inaccurate or alleged untrue statement of a material fact, or

(ii) omitting or being alleged to have omitted 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, or

(iii) not containing or being alleged not to contain all the information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profitability, results of operations, position or condition (financial or otherwise) or performance of any Group Company or the Group as a whole or the rights attaching to the Offer Shares; or

13.1.3 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Offering Documents, the CSRC Filings, the PHIP, the Formal Notice or any notices, announcements, advertisements, communications or other documents issued by or on behalf of the Company relating to or connected with the Company, the Group or the Global Offering (whether or not approved by any Appointee), or any amendment or supplement thereto, being or alleged to be incomplete, inaccurate or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken into account of a fact necessary in order to make it not misleading; or

13.1.4 the offer, allotment, issue, sale or delivery of any Offer Share; or

13.1.5 any breach or alleged breach on the part of the Company or the Warrantor of any of the provisions of this Agreement, the Articles of Association or the constitutional documents of the Warrantor or the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party or any action or omission of the Company or the Warrantor or (where applicable) any of their respective directors, supervisors and senior management resulting in a breach of any of the

13.1.6 any breach of the provisions of this Agreement, (where applicable) the Articles of Association or the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or

13.1.7 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect; or

13.1.8 the performance by an Appointee of its obligations under this Agreement or otherwise in connection with the Global Offering; or

13.1.9 any act or omission of any Group Company in relation to the Global Offering; or

13.1.10 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the CSRC Rules, or any applicable Law of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or

13.1.11 any failure or alleged failure by any of the Directors or Supervisors to comply with their respective obligations and duties under the Listing Rules, the CSRC Rules, the Articles of Association or applicable Laws; or

13.1.12 the breach or alleged breach by any Group Company or their respective directors of any applicable Laws; or

13.1.13 in respect of any Group Company, any Action by any Authority having commenced or been threatened, including the settlement of any such Action; or

13.1.14 any breach or alleged breach of any applicable Laws of any jurisdiction resulting from the distribution of any of the Offering Documents, the Application Proof Prospectus, the PHIP, the Formal Notice, the CSRC Filings or any notices, announcements, advertisements, communications or other documents arising out of, relating to or connected with the Company, the Group or the Global Offering (whether or not approved by any Appointee) and/or any offer, allotment, issue, sale or delivery of any of the Offer Shares otherwise than in accordance with and on the terms of the Offering Documents, this Agreement and the International Underwriting Agreement; or

13.1.14 any other matter arising in connection with the Global Offering,

provided that the indemnity provided in Clause 13.1 shall not be available to any Indemnified Party to the extent that such Proceedings made, brought, or threatened or alleged to be instituted, made or brought against, or any Losses suffered, incurred or made by, such Indemnity Party, is solely caused by the gross negligence, wilful default or fraud on the part of such Indemnified Party.

13.2 The Warranting Shareholder indemnifies, holds harmless and keeps indemnified in full each Appointee, for itself and on trust for each of its respective Indemnified Parties, on demand (on an after-Taxation basis) from and against (a) all actions, suits, claims (whether or not any such claim involves or results in any actions or proceedings), demands, investigations, judgments, awards and proceedings (in each case whether joint or several) (together, "**Actions**") which may be instituted, made or brought or threatened or alleged to be instituted, made or brought against or otherwise involve any Indemnified Party; and (b) all losses, liabilities, costs (including legal costs and experts' and consultants' fees), expenses, charges (including all payments, costs expenses and charges arising out of, in relation to or in connection with the investigation, dispute, defence or settlement of or response to any Actions or the enforcement of any settlement or judgment obtained in respect of any Actions), proceedings, claims, demands and Taxation (including stamp duty and any penalties and/or interest arising in respect of any Taxation) (in each case whether joint or several) (together, "**Losses**") which any Indemnified Party may suffer, incur or make, and, in each case, which, directly or indirectly, arise out of, are in relation to or are in connection with:

13.2.1 any breach by the Warranting Shareholders in relation to the provisions of this Agreement, or the constitutional documents of the Warranting Shareholder or the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or

13.2.2 any of the Warranties given by the Warranting Shareholder being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect; or

13.2.3 any act or omission of the Warranting Shareholder in relation to the Global Offering; or

13.2.4 the breach or alleged breach by any the Warranting Shareholder or its directors of any applicable Laws,

provided that the indemnity provided in Clause 13.1 shall not be available to any Indemnified Party to the extent that such Proceedings made, brought, or threatened or alleged to be instituted, made or brought against, or any Losses suffered, incurred or made by, such Indemnity Party, is solely caused by the gross negligence, wilful default or fraud on the part of such Indemnified Party.

13.3 No claims against Indemnified Parties

13.3.1 No Action can be brought against any Indemnified Party by, and no Indemnified Party will be liable to, any Indemnifying Party (and each Indemnifying Party will procure that none of its Affiliates will bring any Action) to recover any Loss which any Indemnifying Party or its Affiliates or delegates may suffer, incur or make by reason of or in any way arising out of the carrying out by any of the Indemnified

Parties of any act in connection with the transactions contemplated in this Agreement or in any of the Hong Kong Public Offering Documents, the performance by any Indemnified Party of any of its obligations under this Agreement or otherwise in connection with the offer, allotment, issue, sale or delivery of any of the Hong Kong Offer Shares or the preparation or despatch of any of the Hong Kong Public Offering Documents, the Application Proof Prospectus, the PHIP, the Formal Notice or the CSRC Filings, provided that the foregoing shall not exclude any liability to have solely arisen out of the gross negligence, wilful default or fraud on the part of such Indemnified Party.

13.3.2 In respect of any pending or threatened Action which an Indemnified Party is or could be a party, each Indemnified Party shall be entitled to select its own counsel. The Indemnifying Parties may participate at its own expenses in the defence of any such Action, provided, however, that counsel to the Indemnifying Parties shall not (except with the consent of the Indemnified Party) also be counsel to the relevant Indemnified Party.

For the avoidance of doubt, the Warranting Shareholder shall not be restricted to claim any indemnification from other existing shareholders of the Company immediately before Listing.

13.4 Settlement of claims

13.4.1 No Indemnifying Party can, without the prior written consent of the relevant Indemnified Party, effect, propose, make or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened Action in respect of which the Indemnified Party is or could be a party and indemnity could have been sought under this Agreement by the Indemnified Party, in such a way as to impose a liability on, or result in an admission of fault, culpability or a failure to act by or on behalf of, the Indemnified Party.

13.4.2 Any settlement or compromise by an Indemnified Party, or any consent by an Indemnified Party to the entry of any judgment, in relation to any Action will be without prejudice to, and without (other than any obligations imposed on it by Law) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Action it may have or make against, any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not

required to obtain consent from any of the Indemnifying Parties with respect to such settlement or compromise.

13.4.3 The rights of the Indemnified Parties under this Agreement are in addition to any rights that each Indemnified Party may have at Law or otherwise and the obligations of the Indemnifying Parties in this Agreement will be in addition to any liability which the Indemnifying Parties may otherwise have.

13.5 Arrangements with advisers

If an Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party:

13.5.1 will not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;

13.5.2 must indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

13.5.3 must take such other action as the Indemnified Parties may reasonably require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.

13.6 Costs

The indemnity under this Clause 13 covers all Losses which any Indemnified Party may suffer, incur, make or pay in investigating, disputing, defending, settling or responding to, or compromising, or enforcing any settlement, compromise or judgment obtained in respect of, any Losses or any Actions to which the indemnity may relate and in establishing its right to indemnification under this Clause 13.

13.7 Payment on demand

All amounts subject to indemnity under this Clause 13 must be paid by the Indemnifying Party as and when they are incurred within ten Business Days of a written notice demanding payment being given to the relevant Indemnifying Party by or on behalf of an Indemnified Party, and the Warranting Shareholder shall only be required to pay the Indemnified Party in the event the Company fails to satisfy the relevant indemnification within six months of a written notice demanding payment being given to the relevant Indemnifying Party by or on behalf of an Indemnified Party.

13.8 Payment free from counterclaim or set off

All payments made by an Indemnifying Party under this Clause 13 must be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Law. If an Indemnifying Party makes a deduction or withholding under this Clause 13, the sum due from such Indemnifying Party will be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

13.9 Taxation

Notwithstanding Clause 18.12, if a payment under this Clause 13 will be or has been subject to Taxation (other than profits or income Tax imposed in the ordinary course of its business), the Indemnifying Party must pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.

13.10 Full force

This Clause 13 will remain in full force and effect, notwithstanding the completion of the Global Offering.

13.11 Other rights of the Indemnified Parties and the Indemnifying Parties

The provisions of the indemnities under this Clause 13 are not affected by any other terms set out in this Agreement and do not restrict the right of the Indemnified Parties or the Indemnifying Parties to claim damages or indemnification from other third parties and/or on any other basis.

14 ANNOUNCEMENTS

14.1 Restrictions on announcements

The Company shall notify the Sole Overall Coordinator and allow the Sole Overall Coordinator the opportunity to review and comment on the final draft of any announcement or communication concerning the existence or provisions of this Agreement or any matter contemplated in it can be issued or made, published or despatched by or on behalf of any party during the period of thirty (30) days from the date of this Agreement. This will not affect any announcement or communication required by any Law or Authority to which such party is subject or submits, provided that, to the extent permitted by that Law or Authority, any announcement so required to be issued or made, published or despatched will only be issued or made, published or despatched after the Sole Overall Coordinator has had the opportunity to review and comment on the final draft.

14.2 Full force

The restrictions and obligations contained in this Clause 14 will continue to apply after the completion of the Global Offering or the termination of this Agreement.

15 CONFIDENTIALITY

15.1 Information confidential

Subject to Clause 15.2, each party must, and will procure that its Affiliates and its and their respective directors, supervisors, officers, employees and agents will, treat as strictly confidential and not disclose or use any information received or obtained as a result of entering into or performing this Agreement which relates to:

15.1.1 the existence and the provisions of this Agreement;

15.1.2 the negotiations relating to this Agreement;

15.1.3 the matters contemplated under this Agreement; or

15.1.4 the other parties.

15.2 Exceptions

Clause 15.1 will not prohibit disclosure or use of any information if and to the extent:

15.2.1 the disclosure or use is required by applicable Law;

15.2.2 the disclosure or use is required by an Authority to which a party or its Affiliates are subject or submit, wherever situated, including the Stock Exchange, the SFC and the CSRC, whether or not the requirement of information has the force of law;

15.2.3 the disclosure or use is required to vest the full benefit of this Agreement in a party;

15.2.4 the disclosure is to the professional advisers, auditors and internal auditors of a party;

15.2.5 the information is or becomes publicly available (other than by breach of this Agreement);

15.2.6 the disclosure or use is required by any Hong Kong Underwriters or their respective Affiliates for the purpose of the Global Offering;

15.2.7 the disclosure or use is necessary, in the view of any Hong Kong Underwriter or its Affiliates, for it or them to seek to establish any defence or pursue any claim, arbitration or regulatory proceeding or investigation in connection with the Global Offering or to comply with its or their own regulatory obligations; or

15.2.8 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Sole Overall Coordinator (on behalf of the Hong Kong Underwriters)), such approval not to be unreasonably withheld or delayed,

provided that, in the cases of Clause 15.2.3 and Clause 15.2.7, any such information disclosed will be disclosed only after consultation with the other parties.

16 NOTICES

16.1 Language and methods

All notices and other communication in connection with this Agreement ("**Notice**") must be:

16.1.1 in writing in the English language; and

16.1.2 delivered by hand, e-mail, recorded delivery or by courier using an internationally recognised courier company.

16.2 Receipt of notice

Subject to Clause 16.5, a Notice will be effective upon receipt and will be deemed to have been received:

16.2.1 at the time recorded by the delivery company, in the case of recorded delivery;

16.2.2 at the time of delivery, if delivered by hand or courier;

16.2.3 at the time of transmission in legible form, if delivered by facsimile; and

16.2.4 at the time of sending if sent by e-mail, provided that receipt will not occur if the sender receives an automated message that the e-mail has not been delivered to the recipient.

16.3 Any notice received or deemed to have been received on a day which is not a Business Day will be deemed to have been received on the next Business Day.

16.4 Details of contact

Subject to Clause 16.5, a Notice must be sent to a party at the following address, or such other person or address as a party may notify to the other parties from time to time:

To the Company:

Room 717, 7th Floor, Anhui Conch Materials Technology Co., Ltd., Conch Preparation Industry Integrated Park, Shenxiang Town, Jiangbei Industrial Concentration Zone, Wuhu City, Anhui Province
Email : hlkjgf_conch@163.com
Attention : The board of Directors

To the Warrantor:

Anhui Conch Technology Innovation Material Co., Ltd.* (安徽海螺科創材料有限責任公司)
No. 1-120, G Zone, Jiangbei New District Construction Headquarters 150 Meters South of Tongjiang Avenue Wanjiang Jiangbei Emerging Industry Concentration Zone (except the Trusteeship Area) Wuhu City, Anhui Province, PRC
Attention : The board of Directors

To CSCI:

18th Floor, Two Exchange Square 8 Connaught Place
Central Hong Kong
Email : Project.RiverTown@csci.hk;
Project.RiverTown.ECM@csci.hk Attention: Project RiverTown Team

To a Hong Kong Underwriter:

To the email and address of that Hong Kong Underwriter, and for the attention of the person, as specified opposite the name of that Hong Kong Underwriter in Schedule 2.

16.5 Change of contact details

A party may notify the other parties to this Agreement of a change of its relevant address or facsimile number for the purposes of Clause 16.4, provided that such notification shall only be effective on:

16.5.1 the date specified in the notification as the date on which the change is to take place; or

16.5.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

17 GOVERNING LAW AND DISPUTES RESOLUTION

17.1 Governing law

This Agreement is governed by and construed in accordance with the Laws of Hong Kong.

17.2 Disputes resolution

17.2.1 Any dispute, controversy or claim arising out of or in connection with this Agreement including any question regarding its existence, validity, interpretation, breach or termination thereof, must be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") in accordance with the HKIAC Administered Arbitration Rules (the "**Rules**") in effect at the date of commencement of the arbitration and as may be amended by the rest of this Clause, which Rules are deemed to be incorporated by reference into this Clause. The seat of arbitration will be Hong Kong.

17.2.2 The arbitral tribunal ("**Tribunal**") will be composed of one arbitrator to be appointed in accordance with the Rules, failing which to be appointed by HKIAC.

17.2.3 The governing law of the arbitral proceedings will be the laws of Hong Kong.

17.2.4 When any dispute is under arbitration, those provisions of this Agreement not in dispute will remain effective. The parties must continue to fulfil their respective obligations under this Agreement accordingly.

17.2.5 The language to be used in the arbitral proceedings will be English.

17.2.6 The decisions and awards of the Tribunal will be final and binding and will be enforceable in any court of competent jurisdiction.

Each of the parties waives any right to apply to any court of law and/or other judicial authority to determine any preliminary point of law and/or review any question of law and/or the merits, insofar as such waiver may validly be made. The parties will not be deemed, however, to have waived any right to challenge any award on the ground that the Tribunal lacked substantive jurisdiction and/or on the ground of serious irregularity affecting the Tribunal, the proceedings or the award to the extent allowed by the law of the seat of arbitration. Nothing in Clause 17.3 will be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.

17.3 Waiver of objection to jurisdiction

Each of the parties irrevocably and unconditionally waives (and irrevocably and unconditionally agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction and any claim of *forum non conveniens* and further agrees that a judgment in any proceedings brought in any court referred to in this Clause 17 will be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

17.4 Service of documents

Each of the parties irrevocably and unconditionally agrees that any writ, summons, order, judgment or other notice of legal process will be sufficiently and effectively served on it if delivered, in the case of each Appointee, in accordance with Clause 16

and, in the case of the Company and the Warrantor, in accordance with Clause 17.5.

17.5 Process agent

17.5.1 The Company has established a place of business in Hong Kong at 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong and is a registered non- Hong Kong company as defined under the Companies Ordinance.

17.5.2 The Warrantor irrevocably appoint the Company as its agent to accept service of process in Hong Kong in any legal action or proceedings arising out of or in connection with this Agreement, provided that:

(i) service upon the Company will be deemed valid service upon the Warrantor whether or not the process is forwarded to or received by the Warrantor;

(ii) the Warrantor will inform the other parties, in writing, of any change in the address of the Company within seven days of such change;

(iii) if the Company ceases to be able to act as a process agent or to have an address in Hong Kong, the Warrantor must forthwith appoint a new process agent in Hong Kong acceptable to the Sole Overall Coordinator and to deliver to the Sole Overall Coordinator within seven days of the Company ceasing to be an agent a copy of a written acceptance of appointment by the new process agent, failing which the Sole Overall Coordinator can appoint such new agent for and on behalf of the Warrantor, and such appointment will be effective upon the giving notice of such appointment to the Warrantor; and

(iv) nothing in this Agreement will affect the right to serve process in any other manner permitted by Law.

17.5.3 Where proceedings are commenced by any party in any jurisdiction other than Hong Kong, upon being given notice of such proceedings in writing, the party or parties against whom such proceedings have been brought must immediately appoint an agent to accept service of process in that jurisdiction and must give notice to the other parties the details and address for service of such agent.

18 GENERAL PROVISIONS

18.1 Time

Save as otherwise expressly provided in this Agreement, time will be of the essence of this Agreement.

18.2 Invalidity

18.2.1 If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the provision will apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.

18.2.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 18.2.1, then that provision or part of it will, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement will, subject to any deletion or modification made under Clause 18.2.1, not be affected.

18.3 Assignment

Subject to Clause 4, no party hereto shall assign or transfer all or any part of any benefit of, or interest or right in, this Agreement, or any benefit, interest, right or obligation arising under this Agreement without the consent of the other parties hereto, provided that the Appointees (and their respective successors and assignees) may at any time assign to any of their respective Affiliates, any person who has the benefit of the indemnities in Clause 13 and any of their respective successor entities the benefits of and interests and rights in or arising under this Agreement. Obligations under this Agreement will not be assignable.

18.4 Release or compromise

Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them). Without prejudice to the generality of the foregoing, each of the Company and the Warrantor agrees that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to Clause 9.5 or otherwise) or any announcement, issue or publication or distribution, or delivery to investors, of such amendment or supplement or any consent by, or knowledge of, an Appointee of any such amendments or supplements to any of the Offering Documents subsequent to its distribution will not in any event and notwithstanding any other provision in this Agreement constitute a waiver or modification of any of the Conditions to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights under this Agreement of the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) to terminate this Agreement or prejudice any other rights of the Appointees or any of them, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

18.5 No waiver

18.5.1 No failure or delay by any party in exercising any right, power or remedy provided under this Agreement will impair such right, power or remedy or operate as a waiver of it, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of it or the exercise of any other right, power or remedy.

18.5.2 Any waiver of a breach of this Agreement will not constitute a waiver of any subsequent breach.

18.6 Remedies

The rights, powers and remedies provided for in this Agreement are cumulative and not exclusive of any other rights, powers and remedies, whether provided by Laws or otherwise.

18.7 No partnership

Nothing in this Agreement will be deemed to constitute a partnership or joint venture, or establish a fiduciary or similar relationship, among the parties for any purpose.

18.8 Entire agreement

This Agreement (in the case of the Sole Sponsor and the Sole Overall Coordinator, also together with the Sole Sponsor and Sole Overall Coordinator Mandate, and in the case of

the CMIs (other than the Sole Overall Coordinator), also together with their respective CMI Mandates) contains the entire agreement between the parties relating to the underwriting of the Hong Kong Public Offering to the exclusion of any terms implied by Law which may be excluded by contract and supersedes and extinguishes any previous written or oral agreement between the parties in relation to such matters dealt with in this Agreement. If any terms in this this Agreement are inconsistent with that of the Sole Sponsor and Sole Overall Coordinator Mandate and/or the CMI Mandates (as the case may be), the terms of this Agreement shall prevail.

18.9 Variations

No variation of this Agreement will be effective unless in writing and signed by or on behalf of each party.

18.10 Counterparts

This Agreement may be entered into in any number of counterparts, all of which will together constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.

18.11 Judgment currency indemnity

In respect of any judgment or order given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the "**judgment currency**") other than Hong Kong dollars, each of the Company and the Warrantor will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (a) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order and (b) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity will constitute a separate and independent obligation of each of the Company and the Warrantor and will continue in full force and effect, notwithstanding any such judgment or order as aforesaid. The term "**rate of exchange**" will include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

18.12 Taxation

18.12.1 All payments to be made by the Company and the Warrantor under this Agreement, unless otherwise agreed by the Company and the relevant parties, must be paid free and clear of, and without deduction or withholding for or on account of, any present or future Taxation imposed by any Authority and all interest, additions to Tax, penalties or similar liabilities with respect thereto.

18.12.2 If any Taxation is required by Law to be deducted or withheld in connection with such payments, the Company and the Warrantor (as the case may be) will increase the amount paid so that the full amount of such payments as agreed in this Agreement is received by the Appointees or any of them, as applicable.

18.12.3 If any Appointee is required by any Authority to pay any Taxation as a result of this Agreement (other than profits or income Tax imposed in the ordinary course of its business), the Company and the Warrantor (as the case may be) will pay an additional amount to the Appointee so that the full amount of such payments as agreed in this Agreement to be paid to the Appointee is received by the Appointee and will further, if requested by the Appointee, use

18.12.4 commercially reasonable efforts to give such assistance as the Appointee may reasonably request to assist the Appointee in discharging its obligations in respect of such Taxation, including by (a) making filings and submissions on such basis and such terms as the Appointee may reasonably request, (b) promptly making available to the Appointee notices received from any Authority and (c) subject to the receipt of funds from the Appointee, making payment of such funds on behalf of the Appointee to the relevant Authority in settlement of such Taxation.

18.13 Authority to the Sole Sponsor, the Sole Sponsor-OC and the Sole Overall Coordinator

Unless otherwise provided in this Agreement, each Hong Kong Underwriter and CMI (other than the Sole Sponsor, the Sole Sponsor-OC and the Sole Overall Coordinator) irrevocably and unconditionally authorises the Sole Sponsor, the Sole Sponsor-OC and the Sole Overall Coordinator to act on behalf of all the Hong Kong Underwriters and the CMIs in their sole and absolute discretion in the exercise of all rights and discretions granted to the Hong Kong Underwriters, the CMIs or any of them under this Agreement and irrevocably and unconditionally authorises the Sole Sponsor, the Sole Sponsor-OC and the Sole Overall Coordinator in relation thereto to take all actions it may consider desirable and necessary to give effect to the transactions contemplated in this Agreement.

18.14 No right of contribution

18.14.1 The Warrantor irrevocably and unconditionally:

(i) waives any right of contribution or recovery or any Action it may have or be entitled to take against any Group Company as a result of any Action made or taken against it/him, or any Loss suffered or incurred by it/him, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it/him entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering; and

(ii) undertakes (in the event of any Action being made or taken by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it/him under this Agreement) not to make any claim against any director, supervisor, officer or employee of any Group Company on whom it/him may have relied before agreeing to any term of this Agreement and in respect of whose act or default in that regard a Group Company is or would be vicariously liable.

18.14.2 The Warrantor acknowledges and agrees that no Group Company will have any 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.

18.15 Full force

Each of the Warranties, the undertakings contained in Clause 10, Clause 13 and the restrictions and obligations contained in Clause 14 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

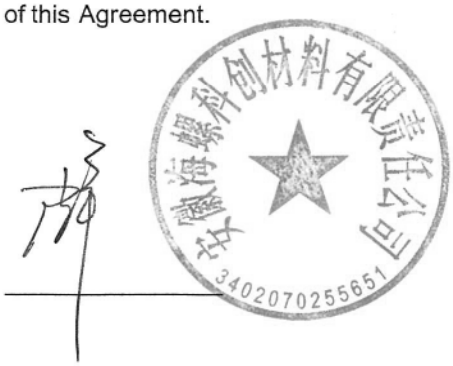
THIS AGREEMENT has been entered into on the date on the first page of this Agreement.

SIGNED by 相林)
)
for and on behalf of)
Anhui Conch Material Technology Co., Ltd.)
安徽海螺材料科技股份有限公司)



THIS AGREEMENT has been entered into on the date on the first page of this Agreement.

SIGNED by 丁锋)
)
for and on behalf of)
Anhui Conch Technology Innovation Material Co., Ltd.*)
安徽海螺科創材料有限責任公司)



SIGNED by Xin ZHAO)
for and on behalf of)
China Securities (International) Corporate Finance)
Company Limited) Zhao Xin

SIGNED by Xin ZHAO)
for and on behalf of)
China Securities (International) Corporate Finance Company Limited)
as attorney for and on behalf of each of the other **Hong Kong Underwriters** (as defined herein))

Zhao Xin

SCHEDULE 1

THE WARRANTOR

The Controlling Shareholder	Address
Anhui Conch Technology Innovation Material Co., Ltd.* (安徽海螺科創材料有限責任公司)	No. 1-120, G Zone, Jiangbei New District Construction Headquarters 150 Meters South of Tongjiang Avenue Wanjiang Jiangbei Emerging Industry Concentration Zone (except the Trusteeship Area) Wuhu City, Anhui Province, PRC

SCHEDULE 2
THE HONG KONG UNDERWRITERS

Hong Kong Underwriter	Maximum number of Hong Kong Offer Shares to be underwritten	Percentage to be underwritten
China Securities (International) Corporate Finance Company Limited 18/F Two Exchange, Square, 8 Connaught Place, Central, Hong Kong Email: Project. RiverTown @csci.hk; Project. RiverTown.ECM@csci.hk Attention: Project RiverTown Team	See below	See below
China Galaxy International Securities (Hong Kong) Co., Limited 20/F Wing On Centre 111 Connaught Road Central Hong Kong Email: ecm@chinastock.com.hk Attention: Jason Chan; Amy Hsu; Christy Lam	See below	See below
BOCI Asia Limited 26/F, Bank of China Tower 1 Garden Road Central Hong Kong Email: Rivertown@bocigroup.com Attention: Jarvis Zhong; Kenny Zhao	See below	See below
ABCI Securities Company Limited 11/F, Agricultural Bank of China Tower 50 Connaught Road Central Hong Kong Email: abcic.ecm@abci.com.hk Attention: Manaf Bai	See below	See below
ICBC International Securities Limited 37/F ICBC Tower 3 Garden Road Hong Kong Email: project_rivertown@icbci.icbc.com.cn Attention: Carolyn Zhang	See below	See below
Victory Securities Company Limited 11th Floor, Yardley Commercial Building 3 Connaught Road West Sheung Wan Hong Kong Email: vic_ecm@victorysec.com.hk Attention: Daphne Shao; Shereen Lu	See below	See below
Shenwan Hongyuan Securities (H.K.) Limited Level 6 Three Pacific Place 1 Queen's Road East Hong Kong Email: ecm@swhyhk.com	See below	See below

Attention: Jenny Hui		
CCB International Capital Limited 12/F, CCB Tower 3 Connaught Road Central Central Hong Kong Email: ivanyip@ccbintl.com; sharonli@ccbintl.com; kennywong@ccbintl.com Attention: Kenny Wong	See below	See below
Haitong International Securities Company Limited 22/F, Li Po Chun Chambers 189 Des Voeux Road Central Hong Kong Email: ecm@htisec.com Attention: Alex Chen, Yitong Zhu	See below	See below
Star River Securities Limited Room 2402, Wing On Centre Connaught Road Central Sheung Wan Hong Kong Email: ops@starriversec.com Attention: Xiangda li, Zhigang pan, Sylvia lei	See below	See below
Guoyuan Securities Brokerage (Hong Kong) Limited 17/F, Three Exchange Square 8 Connaught Place Central Hong Kong Email: ProjectRiverTown@gyzq.com.hk Attention: Wendy Kong	See below	See below
Orient Securities (Hong Kong) Limited 28th and 29th Floor 100 Queen's Road Central Hong Kong Email: ECM1@dfzq.com.hk Attention: Linda Lin; Andy Pang	See below	See below
SPDB International Capital Limited 33/F, SPD Bank Tower One Hennessy, 1 Hennessy Road Hong Kong Email: ecm@spdbi.com Attention: Kaye Lau, Eunice Tang	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 Attention: Jennifer Chen; Candice So	See below	See below
BOCOM International Securities Limited 9/F, Man Yee Building 68 Des Voeux Road Central Hong Kong	See below	See below

Email: Ecm_grp@bocomgroup.com Attention: Shuk Fan Polly Chow; Henry Luk		
Fosun International Securities Limited Suite 2101-2105 21/F Champion Tower 3 Garden Road Central, Hong Kong Email: ecm@fosunwealth.com Attention: Daniel Shi	See below	See below
China Sunrise Securities (International) Limited Unit 4502, 45/F, The Center, 99 Queen's Road Central, Hong Kong Email: settlement@cssil.com.hk Attention: Chen Xi	See below	See below
Hong Tai Securities Limited Units 1803-1804, 18/F, Infinitus Plaza 199 Des Voeux Road Central Hong Kong Email: felix.chan@hongtaihk.com; david.dai@hongtaihk.com Attention: Felix Chan; Dai Li	See below	See below

Total	14,498,000	100%

The number of Hong Kong Offer Shares underwritten by each of the Hong Kong Underwriters shall be determined in the manner set out below:

A = B/C x 14,498,000

where:

"**A**" is the number of the Hong Kong Offer Shares underwritten by the relevant Hong Kong Underwriter, provided that: (i) any fraction of a Share shall be rounded down to the nearest whole number of Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 14,498,000 and (iii) the number of Shares underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

"**B**" is the number of Firm Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its affiliates has agreed to purchase or procure applications for pursuant to the International Underwriting Agreement;

"**C**" is the aggregate number of Firm Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective affiliates have agreed to purchase or procure applications for pursuant to the International Underwriting Agreement.

SCHEDULE 3
THE WARRANTIES

Definition for the purpose of this Schedule 2 only:

"**Disclosure Documents**" means the Prospectus, the Preliminary Offering Circular and the PHIP.

PART A:
REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE COMPANY AND THE WARRANTOR

Each of the Company and the Warrantor jointly and severally represents, warrants and undertakes to each Appointee as follows:

1 **Accuracy and Adequacy of Information**

1.1 All information disclosed or made available in writing or orally from time to time, including the information used as the basis of information contained in each of the Disclosure Documents and the CSRC Filings, by or on behalf of the Group Companies or the Warrantor, or any of their respective directors, supervisors, officers, employees, Affiliates or agents, to the Appointees, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, any legal and other professional advisers to the Company or the Underwriters, the Stock Exchange, the SFC or the CSRC for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the Stock Exchange, the SFC or the CSRC), or the discharge by the Appointees of their obligations under all applicable Laws (including the CSRC Rules) and the information contained in the Admission-related Submissions, the Analyst Presentation Materials and the Investor Presentation Materials, was:

1.1.1 when disclosed or made available, and remains, complete, true and accurate in all material respects and not misleading with no omissions of material facts; and

1.1.2 disclosed or made available in full and in good faith,

and all forecasts and estimates so disclosed or made available have been disclosed or made available after due, careful and proper consideration and enquiry and, where appropriate, are based on assumptions referred to in each of the Disclosure Documents and the CSRC Filings (to the extent there are any) and represent reasonable and fair expectations honestly held based on facts known to any Group Company or the Warrantor, or any of their respective directors, supervisors, officers, employees, Affiliates or agents. However, the Company and the Warrantor make no representation or warranty as to the information contained in the Disclosure Documents, if any, which relates to names, logo, views and addresses of the Sole Sponsor, the Joint Global Coordinators, the Sponsor-Overall Coordinator, the Joint Bookrunner, the Joint Lead Managers and the Hong Kong Underwriters.

1.2 No material information has been knowingly withheld from the Appointees, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, any legal and other

professional advisers to the Company or the Underwriters, the Stock Exchange, the SFC and/or the CSRC, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate.

1.3 None of the Hong Kong Public Offering Documents, the Preliminary Offering Circularthe PHIP, the Formal Notice and the CSRC Filings or any individual Supplemental Offering Material (as defined below) when considered together, (A) contains or will contain any untrue statement of a fact in any material resepcts or (B) omits or will omit to state any material fact (i) necessary in order to make the statements made in those documents, in the light of the circumstances under which they were made, not misleading or (ii) which is material for disclosure in those 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 including without limitation, any roadshow presentation relating to the Offer Shares that constitutes such written communication, other than the Hong Kong Public Offering Documents, the Preliminary Offering Circular or amendments or supplements thereto).

1.4 All expressions of opinion, intention or expectation (including the statements regarding the sufficiency of working capital, future plans, use of proceeds, planned capital expenditure, critical accounting policies, indebtedness, prospects, dividends, material contracts and litigation, as applicable) contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the PHIP, the Formal Notice and the CSRC Filings at and as of the date of this Agreement, the Prospectus Date and at all other times when the Warranties are deemed to be repeated pursuant to this Agreement, are, in all material respects, fair and honest made on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds and assumptions are and will remain truly and honestly held by the Company, the Directors and the Supervisors and there are and will be no other material facts known or which could, upon due and careful enquiry, have been known to the Company, the Directors or the Supervisors the omission of which would make any such statement or expression, in the light of the circumstances under which they were made, misleading.

1.5 All forecasts and estimates (if any) contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Application Proof Prospectus, the PHIP, the Formal Notice and the CSRC Filings have been made after due and proper consideration and on the bases and assumptions referred to in those documents and represent and will continue to represent reasonable and fair expectations honestly held based on facts known to any Group Company or any of its directors, supervisors, officers, employees, Affiliates and/or agents, and there are and will be no other bases and assumptions on which such forecasts or estimates have been prepared other than the bases and assumptions referred to in each of those documents in which such forecasts or estimates are contained. Such forecasts and estimates do not and will not omit or neglect to include or take into account any facts or matters which are or may be material to such forecasts or estimates or to the Global Offering. Without prejudice to any other Warranties:

1.5.1 the statements contained in each of the Disclosure Documents in the section headed "Future Plans and Use of Proceeds" represent the true and honest belief of the Directors arrived at after due, proper and careful consideration and enquiry;

1.5.2 the statements contained in each of the Disclosure Documents relating to the Group's indebtedness as at 31 October 2024 are complete, true and accurate in all material respects and not misleading in relation to the Group's indebtedness have been disclosed;

1.5.3 the statements relating to the Group's working capital, liquidity and capital resources contained in each of the Disclosure Documents in the section headed "Financial Information" are complete, true and accurate in all material respects and not misleading;

1.5.4 the interests of the Directors and the Supervisors in the share capital of the Company and in contracts with any Group Company are fully and accurately in all material repsects disclosed in each of the Disclosure Documents;

1.5.5 the statements contained in each of the Disclosure Documents in the section headed "Risk Factors" are complete, true and accurate in all material respects and not misleading, and represent the true and honest belief of the Directors arrived at after due, proper and careful consideration and enquiry, and there are no other material risks or material matters associated with any Group Company, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group which have not been disclosed in each Disclosure Document;

1.5.6 the information in each submission or application to the Stock Exchange, the SFC or the CSRC, and the reply to each question or comment raised by the Stock Exchange, the SFC or the CSRC or question set out in the Verification Notes, given by or on behalf of the Company, the Warrantor or the Directors was so given by a person having appropriate knowledge and duly authorised for such purpose and each such information or reply has been given in full and in good faith and was, when disclosed or made available, complete, true and accurate in all material respects and not misleading and contains all information and particulars with regard to the subject matter with no material omission;

1.5.7 the information contained in the management continuity analysis, including the classification of certain members of staff as "core management" on the basis that they are an identifiable group of individuals most relevant and responsible for the results of the Group during the Track Record Period and remained in positions of responsibility with the Group throughout the Track Record

Period, forming part of the Admission-related Submissions is true, accurate in all material respects and not misleading; and

1.5.8 the information contained in the ownership continuity analysis, including the description of the relationship between the Controlling Shareholders, forming part of the Admission-related Submissions is true and accurate in all material respects and not misleading.

1.6 Other than the Prospectus and the Preliminary Offering Circular, the Company (including its agents and representatives, other than the Underwriters in their capacity as such) (A) has not, without the prior written consent of the Sole Overall Coordinator, prepared, made, used, authorised, approved or referred to any Supplemental Offering Material and (B) will not, without the prior written consent of the Sole Overall Coordinator, prepare, make, use, authorise, approve or refer to any Supplemental Offering Material

1.7 Each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the PHIP and the Formal Notice contains or includes:

1.7.1 all information and particulars required to comply with the Companies (WUMP) Ordinance and the Listing Rules, as applicable, and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Stock Exchange; and

1.7.2 all such information as investors and their professional advisers would reasonably require, and reasonably expect to find in there, for the purpose of making an informed assessment of the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profitability, results of operations, position or condition (financial or otherwise) or performance of any Group Company or the Group as a whole (including any material litigation or claim of any third party being threatened or instigated against any Group Company) and the rights attaching to the H Shares.

1.8 The Application Proof Prospectus and the PHIP comply with the relevant Listing Rules regarding redactions and contain the appropriate warning and disclaimer statements for publication.

1.9 The Company does not have any reason to believe that any customer or supplier of any Group Company which has a material contribution to the Group's business is considering ceasing to deal with any Group Company or reducing the extent or value of its dealings with any Group Company, save to the extent which, individually or in the aggregate, would not result in a Material Adverse Change.

1.10 All public notices, announcements and advertisements in connection with the Global Offering and all Approvals and Filings provided by or on behalf of any Group Company, and/or any of their respective directors, supervisors, officers, and to the best knowledge of the Company after due and careful enquiry, their respective employees, Affiliates and/or agents (to the extent applicable), to the Stock Exchange, the SFC and the CSRC have complied with all applicable Laws.

2 **Share Capital, Capacity, Authority and Group Companies**

2.1 The Company has the registered issued and paid-up share capital as set forth in the section of each of the Disclosure Documents headed "Share Capital"; all of the issued Shares, including the Offer Shares, have been duly authorised and registered and validly allotted and issued and are fully paid up and non-assessable, have been issued in compliance with all applicable Laws and were not issued in violation of, and are not subject to (save as disclosed

in each of the Disclosure Documents), any Encumbrance.

2.2 The Company has been duly incorporated and is validly existing as a joint stock company with limited liability in good standing under the Laws of the PRC, with full right, power and authority (corporate and other) to:

2.2.1 own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Disclosure Documents;

2.2.2 execute and deliver this Agreement, the International Underwriting Agreement and each of the Operative Documents to which it is a party and to perform its obligations hereunder and thereunder; and

2.2.3 allot, issue and deliver the Offer Shares as contemplated herein and under the Global Offering.

2.3 The Company is capable of suing and being sued. The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance. The Articles of Association comply with the requirements of the Laws of the PRC and the Listing Rules, and are in full force and effect.

2.4 The Company is duly qualified to transact business and is in good standing in each jurisdiction where such qualification or good standing is required (by virtue of its business, ownership or leasing of properties or assets or otherwise), except where failure to be so qualified or in good standing would not, and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Change.

2.5 (A) The interests of the Company in the issued or registered share capital or other equity interests of or in each of the other Group Companies are fully and accurately set forth in the section of each of the Disclosure Documents headed "Appendix I – Accountants' Report".

(B) Other than as set forth in the section of each of the Disclosure Documents headed "Appendix I – Accountants' Report", the Company does not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any corporation, firm, partnership, joint venture, association or other entity.

(C) All of the issued shares of each Group Company have been duly authorised and validly allotted and issued, are fully paid up within relevant periods and non-assessable, have been allotted and issued in compliance with all applicable Laws and were not issued in violation of any Encumbrance and are owned by the relevant Group Company subject to no Encumbrance, except as otherwise set forth in each of the Disclosure Documents.

(D) The registered capital (in the form of shares or otherwise) of each of the PRC Group Companies has been duly and validly established, all of such registered capital is fully paid up with all contributions to such registered capital having been paid within the time periods prescribed under applicable Laws and the articles of association of the PRC Group Companies, and all payments of such contributions having been approved by the applicable Authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding.

(E) Except as disclosed in each of the Disclosure Documents, no options, warrants or other rights to purchase or subscribe for, agreements or other obligations to allot, issue or

sell or other rights to convert any obligation into, share capital or other equity interests of or in any Group Company are outstanding.

2.6

2.6.1 Each Group Company has been duly incorporated, registered, established or organised and is validly existing as a legal person with limited liability in good standing (where applicable) under the Laws of the jurisdiction of its incorporation, registration, establishment or organisation, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Disclosure Documents; each Group Company is capable of suing and being sued;

2.6.2 Each Group Company is duly qualified to transact business and is in good standing in each jurisdiction where such qualification or good standing is required (by virtue of its business, ownership or leasing of properties or assets or otherwise), except where failure to be so qualified or in good standing would not, and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Change;

2.6.3 The articles of association or other organisational or constitutional documents or the business licence of each Group Company complies with the requirements of the Laws of the jurisdiction of its incorporation, registration, establishment or organisation, and are in full force and effect;

2.6.4 all necessary Approvals and Filings to, from or with any Authority with respect to the incorporation, registration, establishment or organisation of the Company have been duly and validly made or obtained, except the failure of which would not, and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Change;

2.6.5 Each of the PRC Group Companies has passed each annual examination by the applicable Authorities in the PRC without being found to have any deficiency or to be in default under applicable Laws of the PRC and has timely received all requisite certifications from each applicable Authority in the PRC; and

2.6.6 All necessary Approvals and Filings to, from or with any Authority with respect to the incorporation, registration, establishment or organisation of each Group Company have been duly and validly made or obtained.

2.7 None of the Group Companies is conducting or proposes to conduct any business, has acquired or proposes to acquire any property or asset, or has incurred or proposes to incur any liability or obligation (including contingent liability or obligation), which are material to that Group Company, but which is not directly or indirectly related to that Group Company or the business of the Group, as described in each of the Disclosure Documents.

2.8 None of the Group Companies nor any person acting on behalf of any of them has taken any action, nor have any steps been taken by any person, nor have any Actions under any Laws been started or, to the best knowledge of the Company and Warrantor after due and careful enquiry, threatened, to:

2.8.1 liquidate, wind up, dissolve, make dormant or eliminate any Group Company; or

2.8.2 withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any of the Group Companies or any of their respective properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any of the Group Companies.

2.9 As disclosed in the Disclosure Documents, the Group is capable of carrying on its business independent of the Warrantor (since the filing of the listing application for the Listing to the Stock Exchange).

3 Offer Shares

3.1 The Offer Shares:

3.1.1 have been duly and validly authorised and, when allotted, issued, sold and/or delivered against payment as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly allotted, issued, sold and/or delivered, fully paid up and non-assessable, free of any, and subject to no, Encumbrance;

3.1.2 when allotted, issued, sold and/or delivered against payment as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the PRC or Hong Kong or the Articles of Association or any agreement or other instrument to which the Company is a party, except as disclosed in each of the Disclosure Documents.

3.2 No holder of Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of any of the Company's liabilities or obligations by reason of being such a holder. Save as disclosed in each of the Disclosure Documents, the subscribers or purchasers of all Offer Shares allotted, issued or sold under the Global Offering will be entitled to participate in all dividends or other distributions which may be declared, paid or made on or in respect of the H Shares at any time on or after the Listing Date.

3.3 As at the Listing Date, the Company will have the registered and issued share capital as set forth in the section of each of the Disclosure Documents headed "Share Capital" and "Appendix IV – Statutory and General Information – A. Further Information about our Group", and, assuming the full exercise of the Over-Allotment Option, as at the relevant settlement date for the Over-allotment Option Shares, the Company will have the registered and issued share capital as set forth in the section of each of the Disclosure Documents headed "Share Capital" and "Appendix IV – Statutory and General Information
– A. Further Information about our Group".

3.4 The share capital of the Company, including the Offer Shares, conforms in all material respects to its description as contained in each of the Disclosure Documents, and each such description is complete, true and accurate in all material respects and not misleading. The certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under the Laws of the PRC and Hong Kong.

4 This Agreement and Operative Documents

4.1 Each of this Agreement, the International Underwriting Agreement and the Operative Documents has been or will be duly authorised, executed and delivered by the Company and when duly authorised, executed and delivered by the other parties to this Agreement

and those agreements, constitutes a legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

4.2 To the best knowledge and belief of the Company, none of the investment commitments by the cornerstone investors under the Cornerstone Investment Agreements has been, or will be, reduced, withdrawn, terminated, cancelled or otherwise not fulfilled.

4.3 The statements set forth in the sections of each of the Prospectus and the Preliminary Offering Circular headed "Structure of the Global Offering" and "Underwriting", insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement are complete, true and accurate in all material respects and not misleading.

5 No Conflict, Compliance and Approvals

5.1 No Group Company is in breach or violation of or in default under (nor has any event occurred which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under):

5.1.1 its articles of association or other organisational or constitutional documents or its business licence; or

5.1.2 any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets is or may be bound or affected; or

5.1.3 any Laws applicable to it or any of its properties or assets.

except in the case of 5.1.2 and 5.1.3 above where such breach, violation or default would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change.

5.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the allotment, issuance and sale of the Offer Shares, the consummation of the transactions contemplated in this Agreement or those agreements, and the fulfilment of the terms of this Agreement or of those agreements, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of any Encumbrance on any property or assets of any Group Company pursuant to:

5.2.1 the articles of association or other organisational or constitutional documents or the business licence of any of the Group Companies; or

5.2.2 any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any of the Group Companies is a party or by which any of the Group

Companies or any of their respective properties or assets is or may be bound or affected; or

5.2.3 any Laws applicable to any of the Group Companies or any of their respective properties or assets.

5.3 Approval in principle has been obtained from the Listing Committee for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange.

5.4 Except for the final approval from the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any of the Group Companies or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the allotment, issue or sale of the Offer Shares or the performance by the Company of its obligations under this Agreement or under the International Underwriting Agreement or the consummation of the transactions contemplated by this Agreement or the International Underwriting Agreement, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.

5.5 The Hong Kong Public Offering, the International Offering, the other transactions provided for or contemplated by this Agreement and the International Underwriting Agreement and all related arrangements will, in so far as they are the responsibility of a Group Company, be carried out in accordance with all applicable Laws in Hong Kong and elsewhere.

5.6 Except as described in each of the Disclosure Documents:

5.6.1 no person has any right, contractual or otherwise, to cause the Company to issue or sell to it any H Shares or any other securities of the Company;

5.6.2 no person has any pre-emptive rights, resale rights, rights of first refusal or other rights to subscribe for any H Shares or any other securities of the Company;

5.6.3 no person has any right to act as an underwriter or as a financial adviser to the Company in connection with the offer, allotment, issue or sale of the Offer Shares; and

5.6.4 no person has any right, contractual or otherwise, to cause the Company to include any H Shares or any other securities of the Company in the Global Offering.

5.7 Except as disclosed in the Disclosure Documents:

5.7.1 each of the Group Companies

(i) has conducted and is conducting its business and operations in compliance with all applicable Laws, and

(ii) has obtained or made and holds and is in compliance with all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, it or any of its properties or assets, or otherwise from or with any other persons, required in order to own, lease, license and use its properties and assets and conduct its business and operations ("**Operational Approvals and Filings**"),

except to the extent that failure to so comply with such Laws or to so obtain, make or hold or comply with the Operational Approvals and Filings would not, individually or in the aggregate, result in a Material Adverse Change.

5.7.2 All the Operational Approvals and Filings contain no conditions precedent that have

not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each of the Disclosure Documents.

5.7.3 All the Operational Approvals and Filings are valid and in full force and effect, and no Group Company is in violation of, or in default under, or has received notice of any Action or enquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings, except where such violation, default, revocation, suspension or modification would not, individually or in the aggregate, result in a Material Adverse Change.

5.7.4 None of the Ministry of Finance of the PRC (the "**MOF**"), the China Securities Regulatory Commission (the "**CSRC**"), the State Administration of Foreign Exchange of the PRC (the "**SAFE**"), the State Administration of Taxation (the "**SAT**"), the State Administration for Market Regulation of the PRC (the "**SAMR**)", the National Audit Office (the "**NAO**"), PRC State-owned Assets Supervision and Administration Commission (the "**SASAC**"), the People's Bank of China (the "**PBOC**") or their respective local offices has, in any inspection, examination or audit of any Group Company, reported findings or imposed penalties that have resulted or are likely to result in any Material Adverse Change and, with respect to any such inspection, examination or audit, all findings have been properly rectified, all penalties where due have been paid and all recommendations have been adopted in all material respects.

5.7.5 Each Group Company possesses all material licences, certificates, permits and other authorisations issued by the PRC State Council, the MOF, the SAFE, the SAMR, the SAT and the CSRC, and their respective local authorities and agencies (collectively, the "**PRC Regulatory Authorities**") and other governmental Authorities (collectively, the "**Governmental Licences**") necessary to conduct its respective business. Each Group Company is in compliance with the terms and conditions of all such Governmental Licences, except where non-compliance would not, individually or in aggregate, have a Material Adverse Change. All of the Governmental Licences held by each Group Company are valid and in full force and effect, except where the failure to possess or hold such Governmental Licences would not, individually or in the aggregate, have a Material Adverse Change. None of the Group Companies has received notice of any proceedings relating to the revocation, suspension or modification of any such Governmental Licence, and do not have any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Licence, which, individually or in the aggregate, result in a Material Adverse Change.

5.8 Except as disclosed in each of the Disclosure Documents:

5.8.1 there are no Actions or enquiries under any Laws or by or before any Authority pending or threatened or contemplated, to which any of the Group Companies or any of their respective directors, officers or employees is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, before or by any Authority; or

5.8.2 there is no Law that has been enacted, adopted or issued or that has been proposed by any Authority; and

5.8.3 there is no judgment, decree or order of any Authority,

which, in any such case described in paragraphs 5.8.1, 5.8.2 or 5.8.3, would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Change or materially and adversely affect the power or ability of the Company to perform its obligations under this Agreement or the International Underwriting Agreement, to offer, allot, issue, sell and/or deliver the Offer Shares or to consummate the transactions contemplated by this Agreement or the International Underwriting Agreement or otherwise materially and adversely affect the Global Offering, or are required to be disclosed in the Disclosure Documents but are not so disclosed.

5.9 Save for any redaction in compliance with the applicable requirements in the Listing Rules, the statements set forth in the section of each of the Disclosure Documents headed "Future Plans and Use of Proceeds" represent the true and honest belief of the Company and the Directors arrived at after due, proper and careful consideration.

5.10 Except as otherwise disclosed in each of the Disclosure Documents:

5.10.1 no event has occurred, and no circumstance exists, which could reasonably be expected to prevent any Group Company from obtaining or making any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Group Companies or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Disclosure Documents; and

5.10.2 the use and application of the proceeds from the Global Offering, as set forth in each of the Disclosure Documents will not:

conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under) or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of any Encumbrance on any property or assets of any Group Company pursuant to (a) the articles of association or other organisational or constitutional documents or the business licence of any Group Company, (b) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any Group Company is a party or by which any Group Company or any of its properties or assets is or may be bound or affected, or (c) any Laws applicable to any Group Company or any of its properties or assets.

6 Accounts

6.1 The Reporting Accountants, whose audit report on certain consolidated financial statements of the Group is included in each of the Disclosure Documents, are independent

public accountants with respect to the Company under section 290 of the Code of Ethics for Professional Accountants on "Independence – Audit and Review Engagements" issued by the Hong Kong Institute of Certified Public Accountants and the rules and regulations thereunder.

6.2 The audited consolidated financial statements (and the notes thereto) of the Group included in each of the Disclosure Documents:

6.2.1 give a true and fair view of the consolidated financial position of the Group as at the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Group for the periods specified; and

6.2.2 have been prepared in accordance with all applicable IFRS Accounting Standards ("**IFRSs**") issued by the International Accounting Standards Board and the accounting policies of the Company applied on a consistent basis throughout the periods involved;

6.3 are not materially affected by any exceptional item or other unusual or non-recurring items that are not disclosed therein, and make adequate provision for all material actual liabilities, material contingent or deferred liabilities of the Group, and proper and adequate provision for all Tax liabilities (including deferred Tax). All summary and selected financial data included in each of the Disclosure Documents present fairly the information shown in those documents and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Group included.

6.4 The unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) (and all other unaudited pro forma financial statements, information and data, if any) included in each of the Disclosure Documents have been prepared in accordance with the applicable requirements of the Listing Rules, the assumptions used in the preparation of such unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) (and all other unaudited pro forma financial statements, information and data, if any) are reasonable, the unaudited pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein and the unaudited pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) (and all other unaudited pro forma financial statements, information and data, if any).

6.5 There are no financial statements (historical or pro forma, as applicable) that are required (including by the Listing Rules or the Companies (WUMP) Ordinance) to be included in each of the Disclosure Documents that are not included as required.

6.6 No Group Company has any material liabilities or obligations, direct or contingent (including any off-balance sheet liabilities and obligations), not described in each of the Disclosure Documents.

6.7 The memorandum on the profit forecast for the years ending 31 December 2025 and the working capital forecast for the period from 1 November 2024 to 31 December 2025, which has been approved by the Directors and to the extent that the working capital forecast was reviewed by the Reporting Accountants in connection with

the Global Offering, has been prepared after due and careful enquiry and on the bases and assumptions stated in such memorandum which the Directors believe to be fair and reasonable and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) there are no other material facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of such memorandum.

6.8 (A) The prospective information included in each of the Disclosure Documents which constitutes, and/or forms the basis of the statements in relation to the adequacy of the working capital of the Company as set forth in the section of each of the Disclosure Documents entitled "Financial Information – Working Capital Sufficiency" (the "**Prospective Financial Information**") has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the best of the knowledge of the Company and the assumptions stated in each of the Disclosure Documents; (B) the assumptions used in the preparation of the Prospective Financial Information are all those that the Company believes arematerial in forecasting the adequacy of the working capital of the Company for at least the 12-month period immediately following the Prospectus Date; (C) the Prospective Financial Information represents a reasonable forecast of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Prospectus Date; and (D) the Company and the Directors are of the view that, taking into account the financial resources available to the Company, including its cash flow from operating activities, current cash and cash equivalents and the estimated net proceeds from the Global Offering, the working capital available to the

6.9 Group is sufficient for its requirements for at least 12 months from the date of the Prospectus.

6.10 The statements set forth in the section of each of the Disclosure Documents headed "Financial Information – Significant Accounting Policies and Critical Judgments and Estimates" are complete, true and accurate in all material respects and not misleading and fully describe (A) accounting policies which the Company believes are the most material to the portrayal of the Company's financial condition and results of operations (the "**Critical Accounting Policies**"); (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and (C) and explain the likelihood that materially different amounts would be reported under different conditions or using different assumptions; the board of Directors and the senior management of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies;

6.11 Each of the Disclosure Documents accurately and fairly describes (A) all trends, demands, commitments, events, uncertainties and risks, that the Company believes would materially affect the liquidity of any of the Group Companies and could reasonably be expected to occur and (B) all material off-balance sheet transactions, arrangements, obligations and liabilities, direct or contingent; none of the Group Companies has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by any of the Group Companies, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, have a material effect on the

liquidity of any of the Group Companies or the availability thereof or the requirements of any of the Group Companies for capital resources.

6.12 (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 material fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful enquiry; (B) no material information was withheld from the Reporting Accountants for the purposes of their preparation and issuance of their report contained in each of the Disclosure Documents and the comfort letters to be issued by the Reporting Accountants to the Underwriters in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other information or documents which have not been provided, the result of which would make the information and documents so received misleading; and (C) no material information was withheld from the Reporting Accountants or the Underwriters for the purposes of their review of the profit forecast memorandum and the pro forma adjusted net tangible assets and all other pro forma financial statements, information or data, if any, of the Company included in the Disclosure Documents or their review of the Company's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

6.13 The statutory books, books of account and other records of whatsoever kind of the Company and each of the Group Companies are in its proper possession, up-to-date and contain complete and accurate records as required under applicable Laws to which any Group Company is subject to be dealt with in such books and no notice or allegation that any is incorrect or should be rectified has been received.

6.14 All historical financial information contained in the Prospectus (other than in the Accounts) has been either correctly extracted from the Accounts or is derived from the relevant accounting records of the Group Companies which the Company in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.

7 Indebtedness and Material Obligations

7.1 Except as otherwise disclosed in the Disclosure Documents:

7.1.1 no Group Company has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including bank overdrafts and loans, debt securities or similar indebtedness, hire purchase commitments or any mortgage or charge or any material guarantee or other contingent liabilities; and

7.1.2 no material outstanding indebtedness of any Group Company has (or, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, will) become repayable before its stated maturity, nor has (or, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, will) any security in respect of such indebtedness become enforceable by reason of default of any Group Company; and

7.1.3 no person to whom any material indebtedness of a Group Company that is repayable on demand is owed has demanded, or threatened to demand repayment of, or to take steps to enforce any security for, the same; and

7.1.4 no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any of the Group Companies or under any guarantee of any material liability of any of the Group Companies by reason of default of such Group Company or any other person or under any material guarantee given by any of the Group Companies; and

7.1.5 no Group Company has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent.

7.2 (A) The amounts borrowed by any Group Company do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or in any debenture or other deed or document binding upon it; (B) no Group Company has factored any of its material debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; and (C) with respect to each of the borrowing facilities of a Group Company which is material to that Group Company, (i) such borrowing facility has been duly authorised, executed and delivered, is legal, valid, binding and enforceable against that Group Company in accordance with its terms and is in full force and effect; (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown; (iii) no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (iv) no event has occurred, and no circumstances exist, in relation to any material investment grants, loan subsidies or financial assistance received by or pledged to any Group Company from or by any Authority, in consequence of which that Group Company is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

8 Subsequent Events

8.1 Except as otherwise disclosed in each of the Disclosure Documents, after the Accounts Date, no Group Company has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to the Group and the other members of the Group, taken as a whole, except in the ordinary course of business; (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including contingent liability) or other obligation that is material to the Group and the other members of the Group, taken as a whole, except in the ordinary course of business; (C) incurred any Encumbrance on any asset, or any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Group Companies and tax liens, that is material to the Group; (D) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Group and the other members of the Group, taken as a whole, except in the ordinary course of business; (E) cancelled, waived, released or discounted in whole or in part any material debt or claim, except in the ordinary course of business; (F) purchased or reduced, or agreed to purchase or reduce, its share capital or other equity interests of any class; (G) declared, made or paid any dividend or distribution of any kind on its share capital or other equity interests of any class; or (H) entered into a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in (A) to (G) above.

8.2 After the Accounts Date, no Group Company has sustained any loss or interference with its business from fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labour dispute or any action, order or decree of any Authority,

8.3 except as otherwise disclosed in each of the Disclosure Documents and except for any loss or interference that would not, individually or in the aggregate, have a Material Adverse Change.

8.4 Subsequent to the respective dates as at which information is given in each of the Disclosure Documents, there has not been (A) any Material Adverse Change (including any material adverse change in the financial position of the Group as compared to amounts shown in the Accounts; (B) any transaction which is material to the Group; (C) any obligation or liability, direct or contingent (including any off-balance sheet obligations), incurred by any Group Company, which is material to the Company and the other members of the Group, taken as a whole; (D) any material change in the share capital or other equity interests of any class or outstanding indebtedness of or in any Group Company, save as the increase in share capital assuming the full exercise of the Over-allotment Option as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Share Capital"; or (E) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any Group Company.

9 Assets and Properties

9.1 Except as disclosed in each of the Disclosure Documents:

9.1.1 each Group Company (i) has valid, good and marketable title to all properties (including real properties and buildings) and other assets that it purports to own and (ii) is entitled as legal and beneficial owner of such properties and other assets; and

9.1.2 there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions (whether in relation to the use of the property or otherwise) affecting any such property or other asset, except such as would not, individually or in the aggregate, (i) materially and adversely affect the value of such property or other asset, (ii) materially interfere with the use made or proposed to be made of such property or other asset by that Group Company, (iii) materially and adversely limit, restrict or otherwise affect the ability of that Group Company to utilise, develop or redevelop such property or other asset or (iv) result in a Material Adverse Change; and

9.1.3 in respect of any property (including real property and buildings) or other assets held under lease, tenancy or licence by any Group Company, (i) such lease, tenancy or licence (a) is in full force and effect, (b) has been duly authorised, executed and delivered and (c) is legal, valid, binding, subsisting and enforceable by that Group Company in accordance with its terms, (ii) no default (or event which with notice, lapse of time, fulfilment of any condition and/or compliance with any formality would constitute a default) under such lease, tenancy or licence by any Group Company has occurred and is continuing or is likely to occur, (iii) no Group Company is aware of any Action of any nature that has been asserted by any person which (a) may be adverse to the rights or interests of that Group Company under such lease, tenancy or licence or (b) which may affect the rights of that Group Company to the continued possession or use of such leased or licensed property or other asset, (iv) the right of that Group Company to possess or use such leased or licensed property or other asset is not subject to any unusual or

onerous terms or conditions and (v) there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by that Group Company, except where in case of (ii), (iii) and (v), such default, Action or restrictions, would not, individually or in the aggregate, have Material Adverse Effect; and

9.1.4 no Group Company owns, operates, manages, leases or has any other right or interest in any other real property or building of any kind that is material, and except as set forth in the section of each of the Disclosure Documents; and

9.1.5 no other properties (including real properties and buildings) or assets are necessary in order for any Group Company to carry on its business in the manner presently conducted and as described in each of the Disclosure Documents other than those properties or assets, the absence of which would not, individually or in the aggregate, result in a Material Adverse Change.

10 Intellectual Property

10.1 Each Group Company owns (free of any Encumbrance), or has (or can obtain on reasonable terms) licences for, or other rights to use, all patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, designs, domain names, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the "**Intellectual Property**") described in each of the Disclosure Documents as being owned or licensed or used by it and that are necessary for the conduct of, or material to, its business as currently conducted or as proposed to be conducted, each of which licences or rights is (or, when so obtained, will be) legal, valid, binding and enforceable in accordance with its terms and is (or, when so obtained, will be) in full force and effect, except where any lack of such Intellectual Property would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change,.

10.2 To the best of the Company's knowledge, there are no third parties who have or will be able to establish rights to any Intellectual Property, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which has been licensed to a Group Company and has been disclosed in each of the Disclosure Documents.

10.3 To the best of the Company's knowledge, there is no infringement by third parties of any Intellectual Property which would, individually or in the aggregate, result in a Material Adverse Change.

10.4 To the best of the Company's knowledge, there is no pending or threatened Action by others challenging any Group Company's rights in, or the validity, enforceability or scope of any Intellectual Property, and there are, to the best of the knowledge of the Company, no facts which could form a reasonable basis for any such Action.

10.5 Except as disclosed in each of the Disclosure Documents and to the best of the Company's knowledge, there is no pending or threatened Action by others that any Group Company infringes or otherwise violates any patent, trade or service mark, trade or service name, design, domain name, service name, copyright, trade secret or other proprietary rights of others, and there are no facts which could form a reasonable basis for any such Action.

10.6 To the best of the Company's knowledge, there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual

Property or that challenges the validity, enforceability or scope of any of the Intellectual Property.

10.7 To the best of the Company's knowledge, there is no prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in the relevant jurisdiction over intellectual property matters. Except as disclosed in each of the Disclosure Documents, no Group Company has owned or used any Intellectual Property anywhere in the world that is material to its business.

10.8 The statements contained in each of the Disclosure Documents in the section headed "Appendix IV – Statutory and General Information – B. Further Information about the Business of our Group – 2. Material Intellectual Property Rights" are complete, true and accurate in all material respects and not misleading.

11 Information Technology

11.1 All computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Group Companies (collectively, the "**Information Technology**") comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Group Companies as currently conducted or as proposed to be conducted.

11.2 The Group Companies either legally and beneficially own, or have obtained licences for, or other rights to use, all of the material Information Technology.

11.3 Each agreement pursuant to which the Group Companies have obtained licences for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, the Group Companies have complied in all material respects with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would constitute such a default) by the Group Companies has occurred and is continuing or is likely to occur under any such agreement.

11.4 All the records and systems (including the Information Technology) and all data and information of the Group Companies are maintained and operated by the Group Companies and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the other members of the Group, except where such lack of exclusive ownership or control would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change;.

11.5 In the event that the persons providing maintenance or support services for the Group Companies with respect to the Information Technology cease or are unable to do so, the Group Companies have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain and support the Information Technology, except where failure to have such rights and information would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change;.

11.6 There are no material defects relating to the Information Technology which have caused or might reasonably be expected to cause any material disruption or interruption in or to the business of the Group taken as a whole.

12 Pre-IPO Investments

12.1 The descriptions of the events, documents and transactions relating to the pre-IPO investments ("**Pre-IPO Investments**") as set forth in the section of each of the Disclosure Documents headed "History and Corporate Structure – Pre-IPO Investments" are complete, true and accurate in all material respects and not misleading.

12.2 Each step in the Pre-IPO Investments was effected in compliance in all material respects with all applicable Laws.

12.3 Each document in connection with the Pre-IPO Investments (the "**Pre-IPO Investment Documents**") has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

12.4 None of the Pre-IPO Investments, their implementation nor any of the Pre-IPO Investment Documents:

12.4.1 resulted in or will, to the best of the Company's knowledge after due and careful enquiry, result in the creation or imposition of an Encumbrance or other restriction on any property or assets of any Group Company or any Controlling Shareholder; or

12.4.2 resulted in or will result in a breach of any of the provisions of the Articles of Association, the articles of association or other organisational or constitutional documents or the business licence of any Group Company or any Controlling Shareholder, or

12.4.3 resulted in or will, to the best of the Company's knowledge after due and careful enquiry, result in a breach of any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any Group Company is a party or by which any Group Company or any of the properties or assets of any Group Company is or may be bound or affected, or

12.4.4 resulted in or will result in a breach of any existing Laws applicable to any Group Company or any of the properties or assets of any Group Company; or

12.4.5 has rendered or will, to the best of the Company's knowledge after due and careful enquiry, render any Group Company liable to any additional Tax which has not been provided for in the Accounts.

12.5 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any Group Company or any Controlling Shareholder or any of the properties or assets of any Group Company or any Controlling Shareholder, or otherwise from or with any other persons, required in connection with the Pre-IPO Investments have been obtained or made and are in full force and effect and no Approvals and Filings is subject to any condition precedent which has not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each Disclosure Document, except to the extent that have been disclosed in the Disclosure Documents.

12.6 The transactions contemplated by the Pre-IPO Investments have been effected in compliance with applicable Laws and in accordance with the Pre-IPO Investment Documents; other than such documents, there are no other material documents or agreements, written or oral, that have been entered into by any Group Company or any Controlling Shareholder in connection with the Pre-IPO Investments which have not been previously provided, or made available, to the Appointees and/or any of the legal and other

professional advisers to the Appointees and which have not been disclosed in the Disclosure Documents.

12.7 There are no Actions or enquiries pending or, to the best of the knowledge of the Company, threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness, enforceability or validity of the Pre-IPO Investments or any Pre-IPO Investment Document.

13 Data Protection

13.1 (i) Each of the Company and other members of the Group has complied with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the "**Data Protection Laws**") in all material respects; (ii) neither the Company nor any other member of the Group is, or is expected to be classified as, a "critical information infrastructure operator" under the Cybersecurity Law of the PRC; (iii) neither the Company nor any other member of the Group is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the "**CAC**"), the CSRC, or any other relevant governmental authority which would individually or in the aggregate result in a Material Adverse Change; and (iv) neither the Company nor any other member of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration governmental authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; except in each of clause (i) to (iv) above, as would not, and could not reasonably be expected to, individually or in aggregate, result in a Material Adverse Change.

13.2 Neither the Company nor any other member of the Group has received any claim for compensation from any person in respect of its business under the applicable Data Protection Laws and industry standards in respect of inaccuracy, loss, unauthorised destruction or unauthorised disclosure of data and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data, in each case which would individually or in the aggregate result in a Material Adverse Change;

13.3 No warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration governmental authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any members of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there;

13.4 Neither the Company nor any other member of the Group has received any communication, enquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); The Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant governmental authority on the Company or any other member of the Group or any of their respective directors, officers and employees, which would individually or in the aggregate result in a Material Adverse Change;

13.5 The Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any other member

of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules), which would individually or in the aggregate result in a Material Adverse Change; and

13.6 Neither the Company nor any other member of the Group has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant governmental authority.

14 CSRC Filings

14.1 The Company has prepared and submitted the CSRC Filing Report in relation to the Global Offering and any transactions contemplated by this Agreement and any relevant supporting materials (including, but not limited to, the PRC legal opinion issued by the PRC Lawyer, where applicable) to the CSRC pursuant to the applicable requirements under CSRC Filing Rules.

14.2 In connection with the CSRC Filings made to the CSRC for the Global Offering:

14.2.1 the Company and its Directors have complied, and remain in compliance in all material respects with the requirements under the CSRC Filing Rules in the preparation and submission of the CSRC Filings;

14.2.2 all information and statements included in the CSRC Filings (including the CSRC Filing Report) are and will remain true, accurate and complete in all material respects and not misleading, and no material information or facts have been omitted or withheld;

14.2.3 (i) there are not and will not be any conflicting, inconsistent or materially different descriptions of facts contained in the CSRC Filings, (ii) the CSRC Filings contain and will contain detailed analysis on the fulfilment of Article 15 of the CSRC Filing Rules and descriptions of all material events as required to be reported pursuant to the CSRC Filing Rules or other applicable laws, regulations and rules, and (iii) the CSRC Filings and all other documents filed with the CSRC or issued by or on behalf of the Company in connection with the Global Offering and any transactions contemplated by this Agreement do not and will not contain any statement or commentary that in any manner misrepresents or disparages laws, policies, business environment and judicial system of the PRC;

14.2.4 each of the CSRC Filings made by or on behalf of the Company is in compliance in all material respects with the disclosure requirements pursuant to the CSRC Filing Rules;

14.2.5 the CSRC Filings has been timely submitted with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.

14.3 the Company have not, and will not make any amendment, supplement or modification to the CSRC Filings and (where applicable) the related PRC legal opinion delivered to the Sole Overall Coordinator under Schedule 4 unless prior consent from the Sole Sponsor and the Sole Overall Coordinator (on behalf of the Hong Kong Underwriters) of any such amendment, supplement or modification is obtained.

14.4 The Company undertakes to notify the CSRC or the relevant PRC governmental authority of any material events that are required to be reported under the applicable laws, rules and regulations (including, without limitation, the CSRC Rules), and to notify the Sole Sponsor and the Sole Overall Coordinator (on behalf of the Hong Kong Underwriters) of any such material information to the extent permitted by applicable laws, rules and regulations.

14.5 The Company has complied, and remain in compliance in all material respects with all applicable laws, rules and regulations (including, without limitation, the CSRC Archive Rules) in connection with (i) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (ii) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the "**Relevant Information**"); and (iii) maintenance of confidentiality of any Relevant Information.

15 Employment and Labour

15.1 Except as disclosed in each of the Disclosure Documents (where appropriate):

15.1.1 no Group Company has any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of its present or past employees or directors or supervisors or to any other person, where any Group Company participates in, or has participated in, or is liable to contribute to any such schemes; and

15.1.2 no Group Company has any material outstanding payment obligations or unsatisfied material liabilities under the rules of such schemes or the applicable Laws; and

15.1.3 there are no material amounts or liability owing or promised to any present or former directors, supervisors, employees or consultants of any Group Company other than remuneration accrued, due or for reimbursement of business expenses; and

15.1.4 no directors or supervisors or senior management or key employees of the Company have given or been given notice terminating their contracts of employment; and

15.1.5 there are no proposals to terminate the employment or consultancy of any directors, senior management, supervisors, key employees or consultants of the Company or to materially vary or amend their terms of employment, appointment or consultancy (whether to their detriment or benefit); and

15.1.6 no Group Company has any material undischarged liability to pay to any Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, supervisors, key employees or consultants by them; and no liability has been incurred by any Group Company for breach of any director's, supervisor's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director,

supervisor, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director, supervisor or consultant of any Group Company; and

15.1.7 all contracts of service in relation to the employment of the employees, directors, supervisors and consultants of the Group Companies are on usual or normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on any Group Company and all subsisting contracts of service to which any Group Company is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation); and

15.1.8 to the best of the Company's knowledge, there are no claims pending or threatened or capable of arising against any Group Company, by any employee, director, supervisor, consultant or third party, in respect of any accident or injury not fully covered by insurance; each Group Company has, in relation to its respective directors, supervisors, employees or consultants, complied in all material respects with all terms and conditions of such directors', supervisors', employees' or consultants' (or former directors', supervisors', employees' or consultants') contracts of employment or consultancy.

15.2 Except for matters which would not, individually or in the aggregate, result in a Material Adverse Change:

15.2.1 there is (i) no labor dispute with the Directors, Supervisors or senior management and no strike, labour dispute, slowdown or stoppage or other claims by, or conflict with the employees of any of the Group Companies pending or threatened against any of the Group Companies, and (ii) no union representation dispute currently existing concerning the employees of any of the Group Companies; and

15.2.2 there have been and are no violations of any applicable labour and employment Laws by any of the Group Companies.

16 Environmental Laws

16.1 Each of the Group Companies and their respective assets and operations are in compliance in all material respects with, and each of the Group Companies has obtained or made and holds and is in compliance in all material respects with all Approvals and Filings required under, any and all applicable Environmental Laws (as defined below).

16.2 there are no past, present or, to the best of the knowledge of the Company, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to any Group Company under, or to interfere with or prevent compliance by any Group Company with, any Environmental Laws; and

16.3 no Group Company is the subject of any investigation, or has received any notice or claim, or, to the best of the knowledge of the Company, is a party to or affected by any pending or threatened Action, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used in this paragraph, "**Environmental Laws**" means Laws relating to health, safety, the environment (including the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including the distribution, processing, generation,

treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and "**Hazardous Materials**" means any material (including pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law).

16.4 The Company has instituted policies which is reasonably designed to evaluate the impact of Environmental Laws on its businesses, operations and properties, in the course of which it identifies and evaluates associated costs and liabilities (including any capital or operating expenditures required for compliance with Environmental Laws or any Approvals and Filings required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties).

17 Anti-trust

No Group Company is a party to any agreement or arrangement or is carrying on any practice which, in whole or in part, contravenes or is or could be invalidated by any anti- trust, anti-monopoly, competition, fair trading (including adopting predatory pricing strategies), consumer protection or similar Laws in any jurisdiction where the Group Companies have assets or carry on business or in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).

18 Insurance

Each Group Company maintains such insurance covering its business, operations, inventories, properties and personnel with insurers of recognised financial responsibility as the Company reasonably deems adequate; and

18.1.1 each such insurance insures against such losses and risks to an extent which is adequate and prudent in accordance with customary industry practice to protect the relevant Group Company and its business; and

18.1.2 each such insurance is fully in force on the date of this Agreement and at all other times when the Warranties are deemed to be repeated pursuant to this Agreement; and

18.1.3 except in cases which would not, individually or in the aggregate, result in a Material Adverse Change, each Group Company is in compliance with the terms of all insurance maintained by it in all material respects and there are no material claims by any Group Company under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause and, as far as the Company is aware, there are no circumstances likely to give rise to such a claim; and

18.1.4 neither the Company nor any of the other Group Companies has any reason to believe that it will not be able to renew any such insurance as and when such insurance expires or that the insurance will be void; and

18.1.5 no Group Company has been refused any material insurance coverage sought or applied for and, as far as the Company is aware, there are no circumstances likely to give rise to such refusal.

19 Internal Controls

19.1 The Group Companies have established and maintain and evaluate a system of internal controls sufficient to provide reasonable assurance that:

19.1.1 transactions are executed in accordance with management's general or specific

authorisation; and

19.1.2 transactions are recorded as necessary to permit preparation of financial statements in compliance with IFRSs or such other accounting standards as are adopted by the relevant Group Company and maintain accountability for assets; and

19.1.3 access to assets is permitted only in accordance with management's general or specific authorisation; and

19.1.4 the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and

19.1.5 the Directors are able to make a proper assessment of the financial position and prospects of each Group Company; and

19.1.6 each Group Company has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of the Group Company and provide a sufficient basis for the preparation of financial statements in accordance with IFRSs or such other accounting standards as are adopted by the relevant Group Company, and such internal controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal controls are monitored by the responsible persons.

19.2 There are no material weaknesses in any Group Company's internal controls over financial reporting and no changes in any Group Company's internal controls over financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, that Group Company's internal controls over financial reporting.

19.3 None of the deficiencies and issues identified in the Internal Control Report would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of any Group Company to comply with any applicable Laws.

19.4 Save for those remediation actions which are to be completed after the date of this Agreement in accordance with the deadlines set out in the Internal Control Report, the Group Companies have duly completed all remediation actions in respect of each of the deficiencies or issues identified in the Internal Control Report in accordance with the recommendations and deadlines set out in the Internal Control Report.

19.5 Each Group Company has established and maintains and evaluates a system of disclosure and corporate governance controls and procedures to ensure that:

19.5.1 material information relating to that Group Company is made known in a timely manner to the board of Directors and the Company's management by others within that Group Company; and

19.5.2 the Company and the board of Directors comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies (WUMP) Ordinance, the Companies Ordinance and any other applicable Laws, including the requirements of the Listing Rules on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures are monitored by the responsible persons.

For the purposes of this paragraph, the term "**disclosure and corporate governance controls and procedures**" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed under the Listing Rules, is recorded, processed, summarised and reported in a timely manner and in any event within the time period required by applicable Law.

20 Anti-Corruption and Money Laundering

20.1 None of the Group Companies nor any of their respective directors, supervisors, officers, and to the best knowledge of the Company after due and careful enquiry, their agents, employees, representatives, subsidiaries or Affiliates or any person acting on their behalf, is currently subject to sanctions imposed by applicable Laws.

20.2 None of the Group Companies nor any of their respective directors, supervisors, officers, and to the best knowledge of the Company after due and careful enquiry, their agents, employees or Affiliates is aware of or has, directly or indirectly, made or authorised:

20.2.1 any contribution, payment, entertainment, unlawful expense or gift of funds or property in the PRC, Hong Kong or any such other jurisdiction, relating to political activity or to influence official action, or where the contribution, payment, entertainment, gift or expense was or is prohibited under any applicable Laws of the PRC, Hong Kong or any other jurisdiction applicable to such person or such contribution, payment or gift; or

20.2.2 any unlawful payment to any foreign or domestic government official or employee from corporate funds; or

20.2.3 any bribe, rebate, payoff, influence payment, kickback or other unlawful payment;

and without prejudice to the foregoing, none of the Group Companies nor any of their respective directors, supervisors, officers, and to the best knowledge of the Company after due and careful enquiry, their agents, employees, Affiliates, subsidiaries or representatives has taken any action, directly or indirectly, in violation by such persons of any applicable Anti-Corruption Law; and each of the Group Companies and its Affiliates has instituted and

maintained and will continue to maintain policies and procedures that are reasonably designed to ensure that it and its directors, supervisors, officers, agents, employees, representatives and Affiliates comply with applicable Anti-Corruption Law.

20.3 The operations of each Group Company are and have been conducted at all times in compliance with applicable financial record keeping and reporting and other requirements (if any) of applicable anti-money laundering statutes, laws, regulations, rules and guidelines of all jurisdictions and any similar rules, regulations or guidelines (collectively, the "**Money Laundering Laws Applicable to the Group**"), and no Action or enquiry by or before any Authority involving the Company with respect to the Money Laundering Laws applicable to the Group is, to the Company's best knowledge, pending or threatened.

21 Sanctions

21.1 None of the Group Companies nor any of their respective directors, officers, and to the best knowledge of the Company after due and careful enquiry, their agents, employees, Affiliates, representatives or any person acting on their behalf, is the subject or target of, or is owned or controlled by an individual or entity that is the subject or target of, sanctions imposed by the United States (including sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") (including, without limitation, the designation as a "**specially designated national or blocked person**" thereunder)), the

United Nations Security Council, the European Union or His Majesty's Treasury or other applicable jurisdiction (collectively, the "**Sanctions Laws and Regulations**"), nor are any of the Group Companies nor any of their respective directors, officers, and to the best knowledge of the Company after due and careful enquiry, their agents, employees, Affiliates, representatives or any person acting on their behalf located, resident, organised or operating in a country or territory that is the subject of such Sanctions Laws and Regulations.

21.2 For the past three years, none of the Group Companies have knowingly engaged in and none are now knowingly engaged in any transactions with any person that at the time of the transaction was the subject or target of Sanctions Laws or Regulations.

21.3 The Company will use the proceeds of the Global Offering in the manner set forth in the section headed "Future Plans and Use of Proceeds" in the Disclosure Documents, and will not, directly or indirectly, or in any way, knowingly use the proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, Affiliate, joint venture partner or other individual or entity, for the purpose of financing or facilitating any activities or business of or with any individual or entity that, at the time of such funding or facilitation, is the subject or target of sanctions imposed under the Sanctions Laws and Regulations, or operating in any country or territory that is the subject or target of any Sanctions Laws and Regulations where such operations are in violation of such Sanctions Laws and Regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any of the Sanctions Laws and Regulations.

21.4 None of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement or the International Underwriting Agreement, the consummation of any other transaction contemplated hereby or thereby, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Warrantor will result in a violation (including, without limitation, by any of the Underwriters) of any of the Sanctions Laws and Regulations.

22 Experts

22.1 Each Expert and the Internal Control Consultant is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free of any conflict of interest.

22.2 The factual contents of the reports (including the Internal Control Report and the Industry Report), opinions, letters or certificates of each Expert and the Internal Control Consultant 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 material fact or matter has been omitted which would make the contents of any of those reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in those reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful enquiry.

22.3 No material information was withheld from any Expert or the Internal Control Consultant for the purpose of its preparation of its reports (including the Internal Control Report and the Industry Report), opinions, letters and certificates and all information given to each Expert and the Internal Control Consultant for that purpose was given in good faith and there is no other material information or documents which have not been provided, the result of which would make the information and documents so received misleading.

23 Forward-looking Statements and Operational, Statistical and Market Data

23.1 Each forward-looking statement contained in each of the Disclosure Documents has been made with a reasonable basis and in good faith.

23.2 All operational, statistical or market-related data included in each of the Disclosure Documents that:

23.2.1 come from the Company have been derived from the records of the Group Companies using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects and not misleading; and

23.2.2 come from sources other than the Company are based on or derived from sources which the Company reasonably believes are reliable and accurate and present fairly such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required, except where the lack of consent would not result in Material Adverse Change.

24 Material Contracts

24.1 All contracts and agreements entered into within two years prior to the Prospectus Date (other than contracts or agreements entered into in the ordinary course of business) to which a Group Company is a party and which are required to be:

24.1.1 disclosed as material contracts in the Prospectus; or

24.1.2 filed as material contracts with the Registrar of Companies in Hong Kong, have been so disclosed and filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; no such contracts or agreements which have not been so disclosed or filed will, without the written consent of the Sole Overall Coordinator, be entered into, nor will the terms of any such contracts or agreements so disclosed or filed be changed, prior to or on the Listing Date; no Group Company, nor any other party to any such contract or agreement, has sent or received any communication regarding termination of, or intention not to renew, any of such contracts or agreements, and no such termination or non-renewal has been threatened by any Group Company or any other party to any such contract or agreement.

24.2 Each of the contracts or agreements listed as being a material contract in the section of the Prospectus headed “Appendix IV - Statutory and General Information – B.Further Information about the Business of our Group – 1. Summary of Material Contracts” has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

24.3 Except as disclosed in each of the Disclosure Documents, none of the Group Companies:

24.3.1 has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm’s length basis in the ordinary and usual course of business ; and

24.3.2 is a party to any agreement or arrangement which prevents or restricts it in any material aspects from carrying on its existing business in the PRC and to the best knowledge of the Company, any other any jurisdiction where it has or is going to conduct business as disclosed in the Disclosure Documents.

25 Connected Transactions and Conflict of Interest

25.1 There are no continuing connected transactions (as defined in the Listing Rules) of the Group which is required to be disclosed but have not been disclosed in each of the Disclosure Documents.

25.2 Except as otherwise disclosed in each of the Disclosure Documents, none of the Directors and the Warrantor, either alone or in conjunction with or on behalf of any other person, is engaged in any business that is in competition with the business of any Group Company to the extent that there could be a conflict of interests between such Director or Controlling Shareholder, as the case may be, or any of his or her or its Associates and the general body of shareholders of the Company.

25.3 Except as otherwise disclosed in each of the Disclosure Documents, none of the Directors, the Warrantor and their respective Associates:

25.3.1 is interested, directly or indirectly, in any assets which have, since the date three years immediately preceding the Prospectus Date, been acquired or disposed of by or leased to any Group Company; or

25.3.2 is or will be interested in any agreement or arrangement with any Group Company and which is material in relation to the business of any Group Company.

25.4 Except as disclosed in each of the Disclosure Documents, no material indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment or service contracts with current directors or officers of a Group Company) is or will be outstanding between a Group Company, on the one hand, and any current or former director or officer of such Group Company or any Associate of any of the foregoing persons, on the other hand.

26 Tax

26.1 All returns, reports or filings required to be filed by or in respect of any Group Company for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are complete, true and accurate in all material respects and not misleading and are not the subject of any material dispute with any Taxing or other Authority and there are no circumstances giving rise to any such dispute.

26.2 All Taxes and other assessments of a similar nature (whether imposed directly or through withholding), including any interest, additions to Tax or penalties applicable thereto, due or claimed to be due from any Group Company have been duly and timely paid, other than those being contested in good faith by legal actions and for which adequate reserves have been provided; there is no Tax deficiency of any material amount that has been asserted against any Group Company.

26.3 The provisions included in the audited consolidated financial statements of the Group as set forth in each of the Disclosure Documents included appropriate provisions required under IFRSs for all Taxes and other assessments of a similar nature (whether imposed directly or through withholding), including any interest, additions to Tax or penalties applicable thereto, in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the relevant Group Company was then or could reasonably be expected thereafter to become or has become liable.

26.4 Except as described in each of the Disclosure Documents, no stamp or other issuance or transfer Taxes or duties or other assessments of a similar nature and no capital gains, income, withholding or other Taxes or other assessments of a similar nature are payable by or on behalf of any Group Company in Hong Kong or the PRC or to any Taxing or other Authority in connection with (i) the execution and delivery of this Agreement and the International Underwriting Agreement; (ii) the allotment, issuance or sale of the Offer Shares; (iii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters

contemplated in the Prospectus; (iv) the offer, allotment, issue, sale or delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or purchasers procured by the International Underwriters in the manner contemplated in the Preliminary Offering Circular; or (v) the deposit of the Offer Shares with HKSCC.

27 Dividends

27.1 Except as disclosed in each of the Disclosure Documents, all dividends and other distributions declared and payable on the H Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes or other assessments of a similar nature imposed, assessed or levied by or under the Laws of Hong Kong or the PRC or by Hong Kong or the PRC or any Taxing or other Authority.

27.2 No Group Company is prohibited, directly or indirectly, from (i) paying dividends to the Company, (ii) making any other distribution on the share capital or other equity interests of or in that Group Company, (iii) repaying the Company any loans or advances to that Group Company from the Company or (iv) transferring any properties or assets to the Company or any other Group Company.

28 Market Conduct

28.1 Except of the appointment of the Stabilising Manager in connection with the Global Offering, none of the Group Companies nor any of their respective "affiliates" (within the meaning of Rule 501(b) of Regulation D under the Securities Act) (other than the International Underwriters and the Hong Kong Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company makes no representation, warranty or undertaking), nor, to the best of their knowledge after due and careful enquiry, 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 Sole Overall Coordinator has notified the Company that all of the Offer Shares have been sold by the Underwriters, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities or (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange or any other Authority in relation to bookbuilding and placing activities.

28.2 Except of the appointment of the Stabilising Manager in connection with the Global Offering, none of the Group Companies nor any of their respective "affiliates" (within the meaning of Rule 501(b) of Regulation D under the Securities Act), nor any person acting on behalf of any of them (other than the Hong Kong Underwriters and the International Underwriters, or any of their respective affiliates or any person acting on its or their behalf as to whom the Company makes no representation), (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to cause or result in, or which has constituted or which might reasonably be expected to cause or result in, the stabilisation in violation of applicable laws or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance or (C) has taken or will take, or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise.

29 Immunity

None of the Group Companies nor any of their respective properties, assets or revenues, is entitled to any right of immunity on the grounds of sovereignty or otherwise from any Action, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other Action for the giving of any relief or for the enforcement of any judgment.

30 Choice of Law and Jurisdiction

30.1 The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of the PRC and Hong Kong; the agreement by the Company to resolve any dispute by arbitration, the waiver by the Company and the Warrantor of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead an inconvenient forum and the waiver of immunity on the grounds of sovereignty or otherwise and the agreement that this Agreement shall be governed by and construed in accordance with the laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the

PRC and Hong Kong; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the PRC and Hong Kong are concerned, to confer valid personal jurisdiction over the Company, as applicable; and any arbitral award obtained under this Agreement will be recognised and enforced by the courts of the PRC and Hong Kong.

30.2 It is not necessary under the Laws of the PRC or Hong Kong that any of the Underwriters (other than those incorporated or organised under the Laws of the PRC or Hong Kong) should be licensed, qualified or entitled to carry out business in the PRC or Hong Kong (i) to enable them to enforce their respective rights under this Agreement or the International Underwriting Agreement or any other document to be furnished hereunder or thereunder, or (ii) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

31 Professional Investor

The Company has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 7 and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” mean the Company, and “we” or “us” or “our” mean the Sole Overall Coordinator and the Hong Kong Underwriters.

32 Allotment, Issue and Sale of Offer Shares

32.1 Except pursuant to this Agreement or the International Underwriting Agreement, no Group Company has incurred any liability for any finder’s or broker’s fee or agent’s commission or other payments in connection with the execution and delivery of this Agreement or the International Underwriting Agreement or the offer, allotment, issue or sale of the Offer Shares or the consummation of the transactions contemplated by this Agreement or the International Underwriting Agreement or the Offering Documents.

32.2 No Group Company has entered into any contractual arrangement relating to the offer, allotment issue, sale, distribution and/or delivery of any H Shares other than this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements.

33 Litigation and Other Proceedings

33.1 There are no legal, arbitration or governmental Actions in progress, pending or threatened, to which any Group Company or any director or supervisor of any Group Company is a party

or to which any of the properties of any Group Company or any director or supervisor of any Group Company is subject, whether or not arising from transactions in the ordinary course of business, that would result in a Material Adverse Change or affect the power or ability of the Company to perform any of their respective obligations under this Agreement and the International Underwriting Agreement, to offer, allot, issue or sell any of the Offer Shares, or to consummate any of the transactions contemplated by the Prospectus or the Preliminary Offering Circular, and no event has occurred which is expected to give rise to such Actions. No such Actions, and no other disputes existed or was outstanding at any time within the period of 12 months, preceding the date of the Prospectus (whether or not now resolved) which, if the same had not been resolved would or would have been likely to have a Material Adverse Change, and notwithstanding it is now resolved or withdrawn, resulted from circumstances, or is or was otherwise of a nature, which should reasonably be viewed as significant to the Group now or in the future.

33.2 No Group Company which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement which would or would have been likely to have a Material Adverse Change and there are no circumstances which may give rise to any dispute or affect the relevant Group Company's relationship with such other parties.

34 Directors, Supervisors and officers

34.1 Any certificate signed by any officer of any Group Company and delivered to the Appointees, the legal advisers to the Underwriters or any of them in connection with the Global Offering will be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Appointees and each of them.

34.2 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company or the Appointees and/or any of them, and such authority and confirmations remain in full force and effect.

34.3 The Directors and the Supervisors have been duly and validly appointed and are the only directors and supervisors of the Company.

35 United States Aspects

35.1 Neither the Group nor any of its "affiliates" (within the meaning of Rule 501(b) of Regulation D under the Securities Act ("**Regulation D**")) nor any person acting on behalf of any of them (other than the International Underwriters and the Hong Kong Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company makes no representation, warranty or undertaking) (A) directly or indirectly has made offers or sales of any security, or solicited offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act or (B) has engaged or will engage in any "directed selling efforts" within the meaning of Regulation S under the Securities Act with respect to the Offer Shares.

35.2 The Company is a "foreign issuer" within the meaning of Regulation S.

35.3 The Company reasonably believes that thereis no "substantial U.S. market interest" within the meaning of Regulation S in the Offer Shares or securities of the Company of the same class as the Offer Shares.

PART B:
REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE WARRANTOR

the Warrantor represents, warrants and undertakes to each Appointee as follows:

1 **Information about the Warrantor**

1.1 All information with respect to the Warrantor included in the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Application Proof Prospectus, the PHIP, the Formal Notice and the CSRC Filings (A) did not contain and will not contain any untrue statement of a material fact and (B) did not omit and will not omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

1.2 All information with respect to the Warrantor disclosed or made available in writing or orally from time to time, including the Verification Notes and the answers and documents referred to therein (and any new or additional information serving to update or amend the Verification Notes so disclosed or made available prior to the date of this Agreement), by or on behalf of the Warrantor and/or any of their respective directors, supervisors, officers, employees, Affiliates and/or agents, to the Appointees, any of the legal and other professional advisers to the Company or the Underwriters, the Stock Exchange, the SFC and/or the CSRC for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the Stock Exchange, the SFC and/or the CSRC) was, when disclosed or made available, and remains, complete, true and accurate and not misleading with no omissions, and was disclosed or made available in full and in good faith. No material information with respect to the Warrantor has been knowingly withheld from the Appointees, any of the legal and other professional advisers to the Company or the Underwriters, the Stock Exchange, the SFC and/or the CSRC.

2 **Capacity**

2.1 The Warrantor has been duly incorporated under the law of its jurisdiction of incorporation. The Warrantor has full right, power and authority (corporate and other) to execute, deliver this Agreement, the International Underwriting Agreement and each of the Operative Documents to which he/it is a party and to perform his/its respective obligations hereunder and thereunder.

2.2 The Warrantor and its properties, assets or revenues are not entitled to any right of immunity on the grounds of sovereignty or otherwise from any Action, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other Action for the giving of any relief or for the enforcement of any judgment.

2.3 The Warrantor has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 7 and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” mean the Warrantor, and “we” or “us” or “our” mean the Sole Overall Coordinator and the Hong Kong Underwriters.

3 **Execution and Authorisation**

3.1 This Agreement has been or will be duly authorised, executed and delivered by the Warrantor and when duly authorised, executed and delivered by the other parties to this Agreement or thereto, constitutes a legal, valid and binding agreement of the Warrantor, enforceable against the Warrantor in accordance with its terms.

3.2 The execution and delivery of this Agreement, the International Underwriting Agreement and each of the Operative Documents to which each of the Warrantor is a party, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms of this Agreement or of those agreements, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of any Encumbrance on any property or assets of the Warrantor pursuant to (A) the memorandum and articles of association or other organisational or constitutional documents or the business licence of the Warrantor; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any of the Warrantor is a party or by which the Warrantor or any of their respective properties or assets is or may be bound or affected; or (C) any Laws applicable to the Warrantor or any of their respective properties or assets.

3.3 Each of the Controlling Shareholder is not in breach or violation of or in default under (and no event has occurred which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its respective memorandum and articles of association or other organisational or constitutional documents or its respective business licence; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any of the Controlling Shareholder is a party or by which he/it or any of his/its properties or assets is or may be bound or affected; or (C) any Laws applicable to it or any of his/its respective properties or assets.

3.4 Except for the final approval from the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Warrantor or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the performance by the Warrantor of their respective obligations under this Agreement or under the International Underwriting Agreement or the consummation of the transactions contemplated by this Agreement or the International Underwriting Agreement, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.

3.5 Except as disclosed in each of the Disclosure Documents, (A) there are no Actions or enquiries under any Laws or by or before any Authority pending or threatened or contemplated, to which any of the Warrantor or any of its directors, officers or employees (if applicable) is or may be a party or to which any of its properties or assets is or may be subject, at law or in equity, before or by any Authority; (B) there is no Law that has been enacted, adopted or issued or, to the best of the knowledge of the Warrantor, that has been proposed by any Authority; and (C) there is no judgment, decree or order of any Authority, which, in any such case described in (A), (B) or (C) above, would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Change or materially and adversely affect the power or ability of the Warrantor to perform their respective obligations under this Agreement or the International Underwriting Agreement, to offer and/or deliver the Offer Shares or to consummate the transactions contemplated by this Agreement or the International Underwriting Agreement or otherwise materially and adversely affect the Global Offering, or are required to be disclosed in the Disclosure Documents but are not so disclosed.

4 **Compliance with Laws**

4.1 None of the the Warrantor, nor their respective directors, officers, or, to the best knowledge of the Warrantor, their agents, employees, Affiliates, or representatives (if applicable) is aware of and has, directly or indirectly, made or authorised:

4.1.1 any contribution, payment, entertainment, unlawful expense, or gift of funds or property in the PRC, Hong Kong or any such other jurisdiction, relating to political activity or to influence official action, or where the contribution, payment, entertainment, expense or gift was or is prohibited under any applicable Laws of the PRC, Hong Kong or any other jurisdiction applicable to such person or such contribution, payment or gift;

4.1.2 any unlawful payment to any foreign or domestic government official or employee from corporate funds; or

4.1.3 any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment,

and without prejudice to the foregoing, none of the Warrantor nor (where applicable) their respective directors, officers, or, to the best knowledge of the Warrantor, their agents, employees, Affiliates or representatives has not taken any action, directly or indirectly, in a violation by such persons of any applicable Anti-Corruption Law; and each Controlling Shareholder and its subsidiaries and Affiliates has instituted and maintained and will continue to maintain policies and procedures that are reasonably designed to ensure that it and its directors, officers, agents, employees, Affiliates and subsidiaries comply with applicable Anti- Corruption Law.

4.2 The operations of the Warrantor are and have been conducted at all times in compliance with applicable financial record keeping and reporting and other requirements (if any) of applicable anti-money laundering laws, regulations, rules and guidelines of all jurisdictions and any similar rules, regulations or guidelines(collectively, the "**Money Laundering Laws Applicable to the Warrantor**"), and no Action or enquiry by or before any Authority involving the Warrantor with respect to the Money Laundering Laws Applicable to the Warrantor is pending or threatened.

4.3 None of the Warrantor nor (where applicable) their respective directors, officers, or, to the best knowledge of the Warrantor, their agents, employees, Affiliates, representatives or any person acting on their behalf, is (i) the subject or target of, or is owned or controlled by an individual or entity that is currently the subject or target of, Sanctions Laws and Regulations or (ii) located, resident, organised or operating in a country or territory that is the subject of such Sanctions Laws and Regulations.

4.4 The Warrantor will cause the Company to use the proceeds of the Global Offering in the manner set forth in the section headed "Future Plans and Use of Proceeds" in the Disclosure Documents, and will not, directly or indirectly, or in any way, use the proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, Affiliate, joint venture partner or other individual or entity, for the purpose of financing or facilitating any activities or business of or with any individual or entity that, at the time of such funding or facilitation, is the subject or target of sanctions imposed under the Sanctions Laws and Regulations, or operating in any country or territory that is the subject or target of any Sanctions Laws and Regulations where such operations are in violation of such Sanctions Laws and Regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any of the Sanctions Laws and Regulations.

4.5 None of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement or the International Underwriting Agreement, the consummation of any other transaction contemplated hereby or thereby, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Warrantor will result in a violation (including, without limitation, by any of the Underwriters) of any of the Sanctions Laws and Regulations.

4.6 None of the Warrantor and their respective "affiliates" (within the meaning of Rule 501(b) of Regulation D under the Securities Act), nor any person acting on behalf of any of them (other than the Hong Kong Underwriters and the International Underwriters, as to whom the Warrantor make no representation), has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Sole Overall Coordinator has notified the Company that all of the Offer Shares have been sold by the Underwriters, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities; (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange or any other Authority in relation to bookbuilding and placing activities.

4.7 None of the Warrantor nor their respective "affiliates" (within the meaning of Rule 501(b) under the Securities Act), nor any person acting on behalf of any of them (other than the Hong Kong Underwriters and the International Underwriters, as to whom the Warrantor make no representation), (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to cause or result in, or which has constituted or which might reasonably be expected to cause or result in, the stabilisation in violation of applicable laws or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance or (C) has taken or will take, or has omitted to take or will omit to take, directly

or indirectly, any action which may result in the loss by any of the Underwriters of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise.

4.8 There are no legal, arbitration or governmental Actions in progress or pending or, to the best of the knowledge of the Warrantor, threatened, to which any of the Warrantor or any director of the Warrantor is a party or to which any of the properties of the Warrantor or any director of the Warrantor is subject, whether or not arising from transactions in the ordinary course of business, that would result in a Material Adverse Change or affect the power or ability of the Warrantor to perform any of their respective obligations under this Agreement and the International Underwriting Agreement, to sell any of the Offer Shares, or to consummate any of the transactions contemplated by the Prospectus or the Preliminary Offering Circular; and no event has occurred which could reasonably be expected to give rise to such Actions.

5 **Immunity**

The Warrantor and their respective properties, assets or revenues, are not entitled to any right of immunity on the grounds of sovereignty or otherwise from any Action, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other Action for the giving of any relief or for the enforcement of any judgment.

6 **Choice of Law and Jurisdiction**

The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of the PRC and Hong Kong; the agreement by the Company to resolve any dispute by arbitration, the waiver by the Company and the Warrantor of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead an inconvenient forum and the waiver of immunity on the grounds of sovereignty or otherwise and the agreement that this Agreement shall be governed by and construed in accordance with the laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the PRC and Hong Kong; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the PRC and Hong Kong are concerned, to confer valid personal jurisdiction over the Company, as applicable; and any arbitral award obtained under this Agreement will be recognised and enforced by the courts of the PRC and Hong Kong.

7 **Winding-Up**

Neither the Warrantor nor any person acting on their behalf has taken any action, nor, to the best knowledge of the Warrantor after due and careful enquiry, have any steps been taken by any person, nor have any Actions under any Laws been started or threatened, to (A) liquidate, wind up, dissolve, make dormant or eliminate the Warrantor or the Company or (B) withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Warrantor or the Company or any of their respective properties or assets, or otherwise from or with any other persons, required in order to conduct the business of the Warrantor or the Company.

8 **Certificate**

Any certificate signed by any officer of the Warrantor and delivered to the Appointees, the legal advisers to the Underwriters or any of them in connection with the Global Offering will be deemed to be a representation and warranty by the Warrantor, as to matters covered thereby, to the Appointees and each of them.

9 **United States Aspects**

9.1 None of the Warrantor nor any of their respective "affiliates" (within the meaning of Section 501(b) of Regulation D under the Securities Act) nor any person acting on behalf of any of them (A) directly or indirectly has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act or (B) has engaged or will engage in any "directed selling efforts" within the meaning of Regulation S under the Securities Act with respect to the Offer Shares.

SCHEDULE 4

CONDITIONS PRECEDENT DOCUMENTS

References herein to a certified copy means, unless otherwise provided, a copy which has been certified as a true copy by any Director or any joint company secretary of the Company or any solicitor of Hong Kong or PRC legal advisors. Certified true copy(ies) using digital signatures supported by a digital certificate recognized in Hong Kong would also be acceptable. Request for certified copies can be replaced by original set(s).

Unless otherwise stated, ***two*** *sets of originals/certified/printed copies (as the case maybe) of the documents set out below shall be delivered.*

Part A
To be delivered to the Sole Overall Coordinator by not later than 8:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date

Legal Documents

1 certified true copies of the resolutions of the board of directors, or a committee of the board of directors of the Company:

1.1. 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;

1.2. approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Offer Shares pursuant thereto;

1.3. approving and authorizing the issue of the Hong Kong Public Offering Documents, the PHIP and the Formal Notice;

1.4. approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and

1.5. approving the Verification Notes.

2 certified true copies of the written resolutions or meeting minutes of the shareholders of the Company in relation to the Global Offering as referred to in Appendix IV to the Hong Kong Prospectus.

3 copies of the internal approval document of Conch Tech Innovation, among other things, the execution of this Agreement, the International Underwriting Agreement to which it is (or is to be) a party.

4 certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.

5 certified true copies of the Registrar Agreement duly signed by the parties thereto.

6 certified true copies of each of the following:

(a) memorandum and articles of association of the Company adopted on 31 August 2024 which takes effect upon Listing;

(b) the certificate of registration of the Company under Part 16 of the Companies Ordinance;

(c) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); and

(d) the service contracts (or letters of appointment in respect of the independent non-executive directors) of each of the Directors;

7 certified true copies of each of the responsibility letters, powers of attorney and statements of interests signed by each of the Directors.

8 certified true copies of each of the contracts referred to in the section of the Hong Kong Prospectus headed "Appendix IV - Statutory and General Information - B. Further Information about the Business of our Group — 1. Summary of Material Contracts" (other than this Agreement) duly signed by the parties thereto.

9 certified true copies of the undertakings from the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.

10 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

11 printed copies of each of the Hong Kong 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.

12 signed originals of the Verification Notes duly signed by or on behalf of each person to whom responsibility is therein assigned (other than the Sole Sponsors or the Sole Overall Coordinator and its legal advisors).

13 signed originals of the accountants' report dated the Hong Kong Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Hong Kong Prospectus.

14 signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets, the text of which is contained in Appendix II to the Hong Kong Prospectus.

15 signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor, the Sole Overall Coordinator and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, which letter shall, *inter alia*, confirm the indebtedness statement contained in the Hong Kong Prospectus and comment on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Group's working capital contained in the Hong Kong Prospectus.

16 signed originals of the comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Sole Sponsor and the Sole Overall Coordinator, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, which letter shall cover, without limitation, the various financial information disclosed in the Hong Kong Prospectus.

17 signed originals of the legal opinions (including the ones prepared for submission to CSRC) from Grandway Law Offices, the Company's legal advisor as to PRC law, dated the Hong Kong Prospectus Date addressed to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.

18 signed originals of the legal confirmation from Tian Yuan Law Firm, the Underwriters' legal advisor as to PRC law, dated the Hong Kong Prospectus Date, in respect of the legal opinions issued by Grandway Law Offices, addressed to the Sole Sponsor and the Sole Overall

Coordinator (for itself and on behalf of the Underwriters) in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.

19 originals or certified true copies of the internal control report from the Internal Control Consultant, which shall confirm certain matters relating to the Company's internal control.

20 originals of the report from Frost & Sullivan (Beijing) Inc., the Company's Industry Consultant, dated the Hong Kong Prospectus Date.

21 originals or certified true copies of the letter from each of the experts stated in the section headed "D. Other Information – 7. Qualification of experts" in Appendix IV to the Hong Kong Prospectus, dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to them and of their report and letter in the form and context in which they are included.

22 originals or certified true copies of each of the certificate given by the relevant translator relating to the translation of the Hong Kong Public Offering Documents and a certificate by Orange Financial Printing Limited as to the competency of such translator;

23 copies of (i) each of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Offering Documents and (ii) the authorization to register the Hong Kong Offering Documents issued by the Stock Exchange.

24 copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).

25 originals or certified true copies of the memorandum on the profit forecast and the working capital forecast approved by the Board.

26 originals or certified true copies of the compliance advisor agreement between the Company and the compliance advisor.

27 copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedure.

Part B
To be delivered to the Sole Overall Coordinator by not later than 8:00 p.m. on the Business Day before the Listing Date

1 signed originals of each of (i) the Regulation S comfort letter from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to the Sole Sponsor, the Sole Overall Coordinator and the International Underwriters and (ii) bringdown Regulation S comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Sole Sponsor, the Sole Overall Coordinator and the International Underwriters in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, in agreed form, which letters shall cover, without limitation, the various financial information disclosed in the Disclosure Package.

2 signed originals of the bringdown comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Sole Sponsor and the Sole Oerall Coordinator, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator in agreed form, which letter shall cover, without limitation, the various financial information disclosed in the Hong Kong Prospectus.

3 signed originals of the legal opinions or bringdown opinions (including the ones prepared for submission to CSRC) from Grandway Law Offices, the legal advisor to the Company as to PRC law, dated the Listing Date, addressed to the Company, Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.

4 signed originals of the legal opinions or bringdown opinions from Tian Yuan Law Firm, the Underwriters' legal advisor as to PRC law, dated the Listing Date, addressed to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.

5 signed originals of the legal opinions from Deacons, the legal advisor to the Company as to Hong Kong law, dated the Listing Date, addressed to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.

6 signed originals of the certificate of the Chief Executive Officer in relation to Company, dated the Listing Date, and in the agreed form to be set out in an exhibit of the International Underwriting Agreement.

7 signed originals of the certificate of the Chief Executive Officer and Chief Financial Officer of the Company in relation to the Company's non-comforted data, dated the Listing Date, and in the agreed form to be set out an exhibit of the International Underwriting Agreement

8 signed originals of the certificate of Mr. Ning Jitai, one of the joint company secretaries of the Company, dated the Listing Date, and in the agreed form to be set out in an exhibit of the International Underwriting Agreement.

9 signed originals of certificate of the Warrantor, being Conch Tech Innovation, dated the Listing Date, and in the agreed form to be set out in an exhibit of the International Underwriting Agreement.

10 certified true copies of the Price Determination Agreement duly signed by the parties thereto.

11 certified true copies of the written resolutions by the authorized attorneys or committee of the Board approving the determination of final Offer Price, the basis of allocation and the allotment and issue of the Offer Shares to the allottees.

12 copies of the letter from the Stock Exchange approving the listing of the Shares.

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 one or more Relevant Hong Kong Public Offering Application pursuant to the provisions of Clause 5.5. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to subscribe or procure subscribers for Hong Kong Offer Shares if one or more Relevant Hong Kong Public Offering Applications duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Underwriting Commitment.

2 In order to qualify as Relevant Hong Kong Public Offering Applications, such applications must be made online through the White Form eIPO Service or by giving electronic application instructions through the HKSCC EIPO channel in the Fast Interface for New Issuance system complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus by not later than 12:00 noon on the Acceptance Date. The Hong Kong Underwriter shall produce evidence to the satisfaction of the Sole Overall Coordinator that the relevant application was made or procured to be made by such Hong Kong Underwriter.

3 No preferential consideration under the Hong Kong Public Offering will be given in respect of Relevant Hong Kong Public Offering Applications or Hong Kong sub-underwriters' applications (if any).

SCHEDULE 6
ADVERTISING ARRANGEMENTS

The Formal Notice is to be published on the Stock Exchange Website on the following dates:

Name of Publication	**Date of Advertisement**
Stock Exchange Website	31 December 2024
Company Website	31 December 2024

SCHEDULE 7
PROFESSIONAL INVESTOR TREATMENT NOTICE

A. Corporate Professional Investor

1 For the purposes of the Code, you are a Professional Investor by reason of your being within a category of person described in section 3(a), (c) or (d) of the Securities and Futures (Professional Investor) Rules, as follows:

1.1 a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK$40 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the trust corporation or a trust of which it acts as a trustee (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee);

1.2 a corporation having total assets of at least HK$40 million (or its equivalent) or a portfolio of at least HK$8 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the corporation (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the corporation;

1.3 a corporation the principal business of which at the relevant date is to hold investments and which at the relevant date is wholly owned by any one or more of the following persons: (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who falls within the definition under section 5(1) of the Securities and Futures (Professional Investor) Rules; (iii) a corporation that falls within this paragraph 1.3; (iv) a corporation that falls within paragraph 1.2 above; (v) a partnership that falls within paragraph 1.5 below; and (vi) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of "professional investor" in section 1 of Part 1 of SCHEDULE 2 to the SFO;

1.4 a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph 1.2 above; and

1.5 a partnership with a portfolio of no less than HK$8 million (or its equivalent) or total assets of not less than HK$40 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the partnership (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the partnership.

2 We have categorised you as a Corporate Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

3 As a consequence of your categorisation as a Corporate Professional Investor and our assessment of you as satisfying the criteria set out in paragraph 15.3A(b) of the Code (i.e. that you have the appropriate corporate structure and investment process and controls, the person(s) responsible for making investment decisions on behalf of you has/have sufficient background, and you are aware of the risks involved in relation to the relevant products and/or markets to be invested in under this Agreement), we are not required to fulfil certain requirements under paragraphs 15.4 and 15.5 of the Code and other Hong Kong regulations (summarised below), provided that we take certain actions beforehand (including, providing you with the information contained in this Schedule and obtaining your consent to be treated as a Corporate Professional Investor and to dispense with the relevant requirements). While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.

3.1 Client agreement

We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.

3.2 Risk disclosures

We are not required by the Code to provide you with written risk warnings or risk disclosure statements in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.

3.3 Information about us

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

3.4 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

3.5 Information about clients

We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.

3.6 Nasdaq–Amex Pilot Program

If you wish to deal through the SEHK in securities admitted to trading on the SEHK under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.

3.7 Suitability

When making a recommendation or solicitation, we are not required to ensure that such recommendation or solicitation is suitable for you.

3.8 Investor characterisation/disclosure of transaction related information

We are not required to assess your knowledge of derivatives and characterise you based on your knowledge of derivatives, and we are not required to disclose transaction related information (as set out in paragraph 8.3A of the Code) to you.

3.9 Discretionary accounts

We are not required, in respect of any discretionary account, to obtain authority in writing from you prior to effecting transactions for your account without your specific authority, or to explain such authority to you or re-confirm it with you on an annual basis, or to disclose to you benefits receivable for effecting transactions for you under a discretionary account.

3.10 Complex products

We are not required to ensure that a transaction in a complex product is suitable for you, to provide sufficient information about a complex product to you or to provide you with warning statements.

4 You have the right to withdraw from being treated as a Corporate Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.

5 If you are a Corporate Professional Investor by reason of your being a corporation that falls within paragraph 1.4 above, you confirm that the shareholders of the holding company have been informed of the corporation's status as a Corporate Professional Investor.

6 By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise and experience in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

7 By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Corporate Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

8 By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.

B. Individual Professional Investor

1 For the purposes of the Code, you are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Securities and Futures (Professional Investor) Rules, as follows:

1.1 an individual having a portfolio of not less than HK$8 million (or its equivalent) at the relevant date or as ascertained by any one or more of the following documents issued or submitted within 12 months before the relevant date: (i) a statement of account or a certificate issued by a custodian; (ii) a certificate issued by an auditor or a certified public accountant; or (iii) a public filing submitted by or on behalf of the individual, when any one or more of the following are taken into account: (a) a portfolio on the individual's own account, (b) a portfolio on a joint account with the individual's associate, (c) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate, or (d) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

2 We have categorised you as an Individual Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

3 As a consequence of your categorisation as an Individual Professional Investor, we are not required to fulfil certain requirements of the Code as set out in under paragraph 15.5 of the Code and other Hong Kong regulations (summarised below), provided that we take certain actions beforehand (including, providing you with the information contained in this Schedule and obtaining your consent to be treated as an Individual Professional Investor and to dispense with the relevant requirements). While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.

3.1 Information about us

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

3.2 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

3.3 Nasdaq–Amex Pilot Program

If you wish to deal through the SEHK in securities admitted to trading on the SEHK under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.

4 You have the right to withdraw from being treated as an Individual Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.

5 If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other

document we may ask you to sign and no statement we may ask you to make derogates from this clause.

6 By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as an Individual Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

7 By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.