

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

[ 26 ] December 2024  
2024 年 12 月 【 26 】 日

**Beijing Saimo Technology Co., Ltd.**  
北京赛目科技股份有限公司

**AND**  
及

**China Mobile International Holdings Limited**  
中国移动国际控股有限公司

**AND**  
及

**CEB International Capital Corporation Limited**  
光银国际资本有限公司

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**THIS AGREEMENT** (this “**Agreement**”) is made on [ 26 ] December 2024

本协议（本“协议”）于 2024 年 12 月【26】日订立：

**AMONG:**

订约方为：

- (1) **Beijing Saimo Technology Co., Ltd.**, a joint stock company incorporated in the PRC with limited liability, whose registered office is at Room 401, 4/F, No. 66 Zizhuyuan Road, Haidian District, Beijing, the PRC (the “**Company**”);

北京赛目科技股份有限公司，一家在中国注册成立之股份有限公司，其注册地址位于中国北京市海淀区紫竹院路 66 号 4 层 401（“公司”）；

- (2) **China Mobile International Holdings Limited**, a company incorporated in Hong Kong whose registered office is at 60/F, the Centre, 99 Queen’s Road Central, Central, Hong Kong (the “**Investor**”);

中国移动国际控股有限公司，一间在香港注册成立的公司，其注册地址位于香港中环皇后大道中 99 号中环中心 60 楼（“投资者”）；

- (3) **CEB International Capital Corporation Limited**, whose registered office is at 34/F - 35/F, Everbright Centre, 108 Gloucester Road, Wanchai, Hong Kong (“**CEBI**”).

光银国际资本有限公司，其注册地址位于香港湾仔告士打道 108 号光大中心 34-35 楼（“光银”）。

**WHEREAS:**

鉴于：

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

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

- (i) a public offering by the Company for subscription of initially 3,333,400 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and

公司初步公开发售 3,333,400 股 H 股（可予重新分配）以供香港公众认购（“香港公开发售”），及

- (ii) an international offering of initially 30,000,000 H Shares offered by the Company (subject to reallocation and the Over-allotment Option (as defined below)) to institutional and professional investors and other investors in Hong Kong and other jurisdictions outside the United States in reliance on Regulation S (as defined below) (the “**International Offering**”).



根据 S 规例（定义见下文）向美国境外于香港及其他地区的机构及专业投资者及其他投资者配售公司初步发售的 30,000,000H 股（可予重新分配及视乎超额配股权（定义见下文）行使与否而定）（“国际发售”）。

- (B) CEBI is acting as the sole sponsor and sponsor-overall coordinator to the Listing, and a global coordinator, bookrunner and lead manager of the Global Offering.

光银为上市的独家保荐人及保荐人兼整体协调人，及为全球发售的一名全球协调人、账簿管理人及牵头经办人。

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

投资者有意根据本协议所载条款及条件认购投资者股份（定义见下文），以作为国际发售的一部分。

**IT IS AGREED** as follows:

协议如下：

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

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

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

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

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

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

“**会计及财务汇报局**”指香港会计及财务汇报局；

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

“**总投资金额**”指等于发售价乘以投资者股份数目的金额；

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



“批准”具有第 6.2(g)条赋予该词之涵义；

“**associate(s)/close associate(s)**” shall have the meaning ascribed to such term in the Listing Rules;

“联系人/紧密联系人”具有《上市规则》赋予该词之涵义；

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

“经纪佣金”指如费用规则（定义见《上市规则》）第 7(1)段之规定，按总投资金额 1% 计算的经纪佣金；

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

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

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

“中央结算系统”指香港中央结算有限公司成立及运营的香港中央结算及交收系统；

“**CICC**” means China International Capital Corporation Hong Kong Securities Limited, which is a licensed institution and at which the Investor’s Hong Kong securities account is opened;

“中金”指中国国际金融香港证券有限公司，其为投资者香港证券账户所开立的持牌机构；

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

“成交”指根据本协议条款及条件认购投资者股份的成交；

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

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

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

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

“**connected person(s)/core connected person(s)**” shall have the meaning ascribed to such term in the Listing Rules;

“关连人士/核心关连人士”具有《上市规则》赋予该词之涵义；

“**connected relationship**” shall have the meaning ascribed to such term in the CSRC Filing Rules;

“**关联关系**”具有中国证监会备案规定赋予该词之涵义；

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

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

“**controlling shareholder(s)**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules;

“**控股股东**”除文义另有所指，具有《上市规则》赋予该词之涵义；

“**CSRC**” means the China Securities Regulatory Commission;

“**中国证监会**”指中国证券监督管理委员会；

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

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

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

“**延迟交付日期**”指在香港公开发售及国际发售的包销协议订立及成为无条件且并无终止的情况下，光银根据第 4.3 条通知投资者的该较后日期；

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

“**处置**”包括，就任何相关股份而言，直接或间接：

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



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

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

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

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

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

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

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

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

“FINI”具有《上市规则》赋予该词之涵义；

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

“全球发售”具有引言(A)赋予该词之涵义；

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



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

“**Group**” means the Company and its subsidiaries or, where the context so requires, in respect of the period before the Company became the holding company of its present subsidiaries, such subsidiaries as if they were the Company’s subsidiaries at the relevant time;

“本集团”指公司及其附属公司，或（如文义要求）就公司成为其现有附属公司的控股公司之前的期间而言，该等附属公司视作在有关时间为公司的附属公司；

“**H Shares**” means the overseas listed foreign shares in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and are to be listed on the Stock Exchange;

“**H 股**”指公司股本中每股面值人民币 1.00 元的境外上市外资股，将以港元认购及买卖，并将于联交所上市；

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

“港元”指香港法定货币；

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

“香港”指中国香港特别行政区；

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

“香港公开发售”具有引言(A)赋予该词之涵义；

“**Indemnified Party(ies)**” has the meaning given to it in clause 6.5;

“获弥偿方”具有第 6.5 条赋予该词之涵义；

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

“国际发售”具有引言(A)赋予该词之涵义；

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

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

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

“投资者相关信息”具有第 6.2(i)条赋予该词之涵义；

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

“投资者股份”指根据本协议条款及条件、根据附表 1 计算，并由公司及光银厘定，由投资者在国际发售中认购的 H 股数目；

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

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

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

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

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

“上市日期”指 H 股在联交所主板首次上市的日期；

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

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

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

“《上市规则》”指《香港联合交易所有限公司证券上市规则》，以及联交所的上市决定、指引以及其他规定（各自经不时修订、补充或以其他方式修改）；

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

“禁售期”具有第 5.1 条赋予该词之涵义；

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

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

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

“超额配股权”具有国际发售通函赋予该词之涵义；



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

“订约方”指本协议列明的订约方；而“订约方”按文义所指，为当中任何一方；

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

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

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

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

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

“专业投资者”具有《证券及期货条例》附表 1 第 1 部分赋予该词的涵义；

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

“招股章程”指公司就香港公开发售将在香港发布的招股章程；

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

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

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

“监管部门”具有第 6.2(i)条赋予该词之涵义；

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

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

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

“S 规例”指《证券法》S 规例；



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

“**144 条**”指《证券法》第 144 条；

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

“《**证券法**》”指经不时修订、补充或以其他方式修改的 1933 年美国《证券法》，以及根据该法律颁布的规则及法规；

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

“**证监会**”指香港证券及期货事务监察委员会；

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

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

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

“**联交所**”指香港联合交易所有限公司；

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

“**附属公司**”具有《公司条例》赋予该词之涵义；

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

“**美国**”指美利坚合众国，其领土、属地及美国任何洲及哥伦比亚区；

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

“**美元**”指美国法定货币；及

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

“**美籍人士**”具有 S 规例赋予该词之涵义。

1.2 In this Agreement, unless the context otherwise requires:

于本协议中，除文义另有所指外：

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

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

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

索引、条文及附表标题仅出于便利目的加入，并不影响本协议的解释或诠释；

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

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

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

单数词汇具有复数词涵义（反之亦然），而某一种性别词汇应包括另一性别；

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

对本协议或其他文据的提述包括其任何更改或取代；

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

对法令、法定条文、法规或规则的提述包括对以下内容的提述：

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

不时综合、修订、补充、修改、重新制定或由任何法令或法定条文取代的法令、法定条文、法规或规则；

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

获重新制定（不论有否修改）的任何被废除法令、法定条文、法规或规则；及

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

据其制定的任何附属法例；

- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

除另有指明外，对时间及日期的提述分别指香港时间及日期；

- (h) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

对“法规”的提述包括任何政府、政府间或超国家团体、机构、部门或任何监管、自我监管或其他机构或组织的任何法规、规则、官方指令、意见、通知、通函、命令、请求或指引（无论是否具有法律效力）；

- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or



agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

对“人士”的提述包括对个人、商号、公司、法人团体、非公司组织或机构、政府、州或州机构、合营企业、联属公司或合伙公司（不论是否有独立法人特质）的提述；

- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

对“包括”的提述应诠释为包括但不限于；及

- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

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

## 2. INVESTMENT 投资

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived, the condition under clause 3.1(e) can only be jointly waived by the Company and CEBI; and the condition under clauses 3.1(f) and (g) can only be waived by the Investor) and other terms and conditions of this Agreement:

受限于下文第3条所述条件获达成（或由各方豁免，惟第3.1(a)、3.1(b)、3.1(c)及3.1(d)条所载条件不可豁免；第3.1(e)条项下的条件仅可由公司及光银豁免；及第3.1(f)及3.1(g)条项下的条件仅可由投资者豁免）及本协议的其他条款及条件：

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

根据国际发售及作为国际发售的一部分，投资者将透过光银以国际发售有关部分的国际包销商国际代表的身份，按发售价认购投资者股份，公司将按发售价向投资者发行、配发及配售投资者股份，而光银将按发售价分配及/或交付（视情况而定）或促使分配及/或交付（视情况而定）投资者股份予投资者；及

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

投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金及征费。

- 2.2 The Investor may elect by notice in writing served to the Company and CEBI not later than 10 business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-



owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person, and not subscribing for the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

投资者可选择不迟于上市日期前 10 个营业日向公司及光银发出书面通知，透过其一间全资附属公司认购投资者股份，而该全资附属公司乃专业投资者且(i)非美籍人士，且并非为美籍人士或其利益而认购投资者股份；(ii)位于美国境外；且(iii)根据 S 规例以离岸交易购买投资者股份，惟：

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

投资者须促使该全资附属公司于该日向公司及光银提供书面确认，确认其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认的约束，且投资者在本协议中作出的有关协定、保证、陈述、承诺、承认及确认，须视为由投资者代表其自身和该全资附属公司作出；

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

投资者 (i)无条件及不可撤回地向公司及光银保证该等全资附属公司将适当和按时履行及遵守所有其于本协议下的协定、责任、承诺、保证、陈述、弥偿、同意、承认、确认及契诺；及(ii)承诺根据第 6.5 条向各获弥偿方作出全面有效之弥偿及继续按要求作出弥偿；及

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

如果在禁售期届满前的任何时间，该全资子公司不再或将不再是投资者的全资附属公司，它应立即（且投资者应促使该附属公司立即），并且在任何情况下在其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予投资者或投资者另一家全资附属公司，该另一家附属公司应给予或投资者应促



使其给予书面承诺（给予公司和光银，以他们为受益人且以他们满意的条款）同意接受投资者在本协议项下义务的约束，包括本协议中第 5 条中对投资者施加的限制，并给予本协议项下相同的承认、陈述和保证，犹如该全资附属公司本身受该等义务和限制，并应共同及个别地承担所有本协议规定的责任和义务。

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

投资者于本第 2.2 条项下的责任构成直接、主要和无条件的责任，即应按公司或光银要求支付该全资附属公司有责任按本协议支付的任何金额以及按要求及时履行该全资附属公司于本协议项下的任何义务，而公司或光银毋须事先对该等全资附属公司或任何其他人士采取措施。除文义另有所指外，“投资者”一词在本协议中应诠释为包括该等全资附属公司。

- 2.3 CEBI may in its sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

光银可全权绝对酌情决定根据第 4.3 条于延迟交付日期交付全部或部分投资者股份。

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

公司及光银（代表彼本身及全球发售包销商）将按彼等可能协议的方式厘定发售价。投资者股份的准确数目最终将由公司与光银根据附表 1 厘定，且有关决定将为最终决定及对投资者具约束力，惟明显错误除外。

### 3. CLOSING CONDITIONS PRECEDENTS 成交先决条件

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

根据第 2.1 条，投资者根据本协议认购投资者股份的责任，以及公司及光银发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的责任仅于以下各项条件于成交或成交之前获达成或获订约方豁免（惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不可豁免；第 3.1(e)条项下的条件仅可由公司及光银豁免；及第 3.1(f)及 3.1(g)条项下的条件仅可由投资者豁免），方可作实：



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

香港公开发售及国际发售的包销协议（统称“包销协议”）已告订立及生效及于包销协议所订明的时间及日期前成为无条件（根据各自之原订条款或其后获相关订约方协议豁免或修订），且包销协议并未终止；

- (b) the Offer Price having been agreed upon between the Company and CEBI (on behalf of itself and the underwriters of the Global Offering);

发售价已经公司及光银（代表彼本身及全球发售包销商）同意；

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

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

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

任何政府机构概无制定或颁布法律而禁止完成全球发售中或根据本协议拟进行的交易，亦无主管司法权区的法院发出命令或禁制令阻止或禁止完成该等交易；

- (e) the representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as at the date of this Agreement) and will be (as at the Listing Date or, if applicable, the Delayed Delivery Date) accurate, true and complete in all material respects and not misleading and that there is no material breach of this Agreement on the part of the Investor;

投资者于本协议项下的各陈述、保证、承认、承诺及确认于本协议日期，并将于截至上市日期或，如适用，延迟交付日期，在所有重大方面均属准确、真实及完整，且无误导成份，而投资者并无重大违反本协议；

- (f) the respective representations, warranties, undertakings and confirmations of the Company under this Agreement are (as at the date of this Agreement) and will be (as at the Listing Date or, if applicable, the Delayed Delivery Date) accurate, true and complete in all material respects and not misleading and that there is no material breach of this Agreement on the part of the Company; and

公司于本协议项下的各陈述、保证、承诺及确认于本协议日期，并将于截至上市日期或，如适用，延迟交付日期，在所有重大方面均属准确、真实及完整，且无误导成份，而公司并无重大违反本协议；及



- (g) the Company shall have delivered to the Investor the confirmation letter executed by the legal representative of the Company and stamped with the official seal of the Company and corresponding evidence documents (if any) at or prior to the Closing, certifying that each of the conditions set forth in clause 3.1 (except for clause 3.1(a)) have been satisfied.

公司应已于成交或成交之前向投资者提供证明本协议第 3.1 条约定的各项条件（第 3.1(e) 项除外）已经全部满足的经公司法定代表人签字并加盖公司公章的确认函及相应证明文件（如有）。

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or has not been waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be waived by the Company and CEBI and the condition under clauses 3.1(f) and 3.1(g) can only be waived by the Investor) on or before the date that is ninety (90) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor and CEBI), the obligation of the Investor to purchase, and the obligations of the Company and CEBI to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than thirty (30) days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company and/or CEBI shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, acknowledgements and confirmations given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

倘第 3.1 条所载的任何条件于本协议订立日后九十（90）日当日或之前（或公司、投资者及光银可能书面协议的其他时间及/或日期）尚未达成或尚未获订约方豁免（惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不可豁免及第 3.1(e)条项下的条件仅可由公司及光银豁免及第 3.1(f)及 3.1(g)条项下的条件仅可由投资者豁免），投资者购买投资者股份的责任，以及公司及光银发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的责任将告终止及投资者根据本协议向任何其他订约方支付的任何款项将由有关其他订约方在商业上可行的范围内并在任何情况下不迟于本协议终止之日起三十（30）日内尽快在不计利息的情况下归还予投资者，且本协议将告终止及不具效力，而公司及/或光银的所有责任及义务将告停止及终止，惟根据本第 3.2 条终止本协议概不会损害协议任何订约方于该终止时或之前就本协议条款对其他订约方已存在之权利或责任。为免生疑，本条款任何内容不应被诠释为授予投资者任何权利就违反投资者于本条项下上述日期止期间根据本协议作出的相关陈述、保证、承诺、承认及确认作出补救。

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



agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or that the Offer Price is not within the indicative range set forth in the Public Documents.

投资者承认，概无保证全球发售将会完成或将不会延迟或终止或发售价会处于公开文件中列明的指示性范围内，倘全球发售因任何原因而延迟或终止，或未进行或未能于拟定日期及时间完成或根本无法完成或发售价不在公开文件中列明的指示性范围内，公司或光银不会对投资者承担任何责任。投资者谨此放弃以全球发售因任何原因而延迟或终止，并未进行或未能于拟定日期及时间完成或根本无法完成或发售价不在公开文件中列明的指示性范围内为由向公司及/或光银或彼等各自的联属人士、管理人员、监事、董事、雇员、员工、联系人、合伙人、代理人及代表提出任何申索或采取行动的任何权利（如有）。

#### 4. CLOSING 成交

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

受限于第3条及本第4条，根据国际发售及作为国际发售的一部分，投资者将透过光银（及/或其联属人士）以国际发售有关部分的国际包销商代表的身份按发售价认购投资者股份。因此，投资者股份认购将于国际发售成交时或于延迟交付日期，于公司与光银决定的该等时间及按该等方式进行。

- 4.2 Subject to clause 3, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies to the securities account of the Investor at CICC by same day value credit on or before one (1) business day prior to the Listing Date (regardless of the time of delivery of the Investor Shares) without any deduction or set-off to such securities account as shall be notified by CEBI to CICC in writing no later than two (2) business days prior to the Listing Date, which notice shall include, among other things, details of the payment account and the total amount payable by the Investor under this Agreement. CEBI shall settle with the aforesaid securities account of the Investor through delivery versus payment on the Listing Date (the “**Settlement**”).

受限于第3条，投资者应于上市日期前一（1）个营业日或之前（不论投资者股份的交付时间）以同日账（same day value credit）方式悉数支付总投资金额连同相关经纪佣金及征费至投资者于中金的证券账户，该等资金不作任何扣减或抵销，而该总投资金额连同相关经纪佣金及征费应由光银在不迟于上市日期之前两（2）个工作日以书面方式通知中金，有关通知应包括（其中包括）付款账户详情及投资者根据本协议应付的总金额。光银应在上市日期以货银对付方式与投资者于中金开立的证券账户进行交收（“交收”）。

- 4.3 If CEBI in its sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, CEBI shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date,



provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investor Shares as specified in clause 4.2.

倘及光银全权绝对酌情决定交付全部或任何部分投资者股份将于上市日期后某一日期（“延迟交付日期”）进行，及光银须于(i)不迟于上市日期前两（2）个营业日书面通知投资者将延迟交付的投资者股份数目；及(ii)不迟于实际延迟交付日期前两（2）个营业日书面通知投资者延迟交付日期，惟延迟交付日期应不迟于超额配股权可予行使之最后一日后三（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 条就投资者股份付款。

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to CEBI in writing no later than three (3) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.

待根据第 4.2 条就投资者股份妥为付款后，向投资者交付投资者股份（视情况而定）应透过中央结算系统将投资者股份直接存入中央结算系统，以寄存入投资者最迟于上市日期前三（3）个营业日或根据第 4.3 条厘定的延迟交付日期前，可能书面知会光银的有关中央结算系统投资者户口持有人股份户口或中央结算系统股票账户。

- 4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, CEBI and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.

在不影响第 4.3 条的情况下，投资者股份的交付亦可能以公司、光银及投资者可能书面协议的任何其他方式进行，惟交付投资者股份须不迟于超额配股权可予行使的最后一日后三（3）个营业日。

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

倘并未按本协议列明的时间及方式收到或结清总投资金额及相关经纪佣金及征费（不论全部或部分款项），公司及光银保留权利各自全权酌情终止本协议，于该情况下，公司及光银的所有责任及义务将告停止及终止（但不影响公司及光银因投资者未能遵守其于本协议下的责任而可能对其提出的任何申索）。投资者于任何情况下，须根据第 6.5 条，就各获弥偿方因投资者未能悉数支付总投资金额及经纪佣金及征费（或与之相



关)可能蒙受或招致的任何损失及损害,在税后的基础上,完全负责并向其作出弥偿、使其免受损害及应要求悉数弥偿。

- 4.7 The Company and CEBI and their respective affiliates respectively shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the Company's, or CEBI's (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus, COVID-19 or their respective related/mutated forms or variants (save for to the extent subsisting as at the date of this Agreement and without any further material worsening), declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, shutdown, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

若公司及光银因他们可控制之外的原因(视乎情况而言)而不可履行或迟延履行其于本协议项下的义务,公司及光银或其各自的联属人士将不对任何不可履行或迟延履行承担责任(不论共同或各别地),并有权终止本协议。可控制之外的原因包括但不限于,天灾、水灾、疾病、流行病或大流行的爆发或升级(包括但不限于禽流感、严重急性呼吸系统综合症, H1N1 流感、H5N1、MERS、埃博拉病毒和 COVID-19 或其各自的相关/变异形式或变种(除非在本协议日期存在且没有任何进一步的实质性恶化)、国家性或国际性或地区性紧急情况的宣布、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公众混乱、政治动荡或敌对行动的威胁和升级、战争(已宣告或未宣告)、恐怖袭击、火灾、骚乱、叛乱、国内动荡、罢工、停工、封锁、其他行业运动、电力或其他供应停止、空难、技术障碍、事件性或机械性或电力方面的崩溃、计算机系统障碍或任何金钱转账系统障碍、禁运、劳动纠纷和现存或将来的法律、法例、法规的变更,以及任何现存的或将来的政府活动等等。

- 4.8 In the event that the requirements pursuant to Rules 8.08(1), 8.08(3) and 8.09(1) of the Listing Rules, in which at least 25% of the Company's total issued shares must at all times be held by the public, no more than 50% of the H Shares in public hands at the time of listing on the Listing Date can be beneficially owned by the three largest public shareholders, and the market capitalization of the H Shares in public hands at the time of listing on the Listing Date must be at least one hundred twenty-five million Hong Kong dollars (HK\$125,000,000), cannot be satisfied, the Company and CEBI shall have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor no later than two (2) business days prior to the Listing Date, in their respective absolute discretion, to satisfy the requirements pursuant to Rules 8.08(1), 8.08(3) and 8.09(1) of the Listing Rules.

如果不能满足《上市规则》第 8.08(1)、8.08(3)及 8.09(1)条的要求,即公司已发行股份总额必须至少有 25%一直由公众持有,上市日期上市时由公众人士持有的 H 股中,持股量最高的三名公众股东实益拥有的 H 股百分比不得超过 50%,以及上市日期上市时公众持有的 H 股的总市值必须至少为港元壹亿贰仟伍百万元整(125,000,000 港元),公



司及光银应有全权绝对酌情权，在上市日期前不迟于两（2）个营业日以调整供投资者认购的投资者股份的分配，以满足《上市规则》第 8.08(1)、8.08(3)及 8.09(1)条的要求。

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

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

受限于第 5.2 条，投资者同意并向公司及光银契诺及承诺，在未经公司及光银各自事先书面同意的情况下，投资者将不得，且需促使其根据第 5.2 条转让任何投资者股份的全资附属公司不得，（不论直接或间接）于上市日期（包括当日）起至上市日期后六（6）个月之日期（包括当日）止的期间（“**禁售期**”）的任何时间(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体的任何权益（包括可转换为或可交换为或可行使为或代表接收上述任何证券的权利的任何证券）；(ii)容许其在最终实益拥有人的层面上，进行控制权的改变（按证监会发布的《公司收购、合并及股份回购守则》所界定）；(iii)直接或间接订立任何与上述任何交易具有相同经济影响的交易；及(iv)同意或订立合约，或宣布有意与第三方订立任何上述（i）、（ii）和（iii）中所述的交易，在每种情况下不论任何上述（i）、（ii）和（iii）中所述的交易是否将通过交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券，或以现金或其他方式结算。

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

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

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

就该转让提前至少五（5）个营业日向公司及光银提供书面通知，内容包括该全资附属公司的身份和按公司及光银要求有关该拟受让人为投资者的全资附属公司的证明文件（且为公司及光银所满意）；



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

于有关转让前，该全资附属公司以公司及光银满意的条款及以彼等为受益人作出书面承诺，同意且投资者承诺促使该全资附属公司遵守投资者于本协议项下的责任（包括但不限于本第 5 条对投资者施加的限制），犹如该全资附属公司本身须遵守该等责任及限制；

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

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

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

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

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

倘于禁售期届满前任何时间，该全资附属公司不再或将不再为投资者的全资附属公司，其应（及投资者应促使该附属公司应）立即，且在任何情况下须于其不再为投资者的全资附属公司前，将其持有的相关股份悉数及有效转让予投资者或投资者的另一家全资附属公司，该附属公司须按公司及光银满意的条款及以彼等为受益人作出或由投资者促使作出书面承诺，同意遵守投资者于本协议项下的责任（包括第 5 条对投资者施加的限制）及作出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须遵守该等责任及限制，且应共同及个别承担本协议施加的全部责任及义务；及

- (f) such wholly-owned subsidiary is (i) not a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) located outside the



United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

该全资附属公司(i)并非美籍人士，且并非为美籍人士或其利益而认购投资者股份；(ii)位于美国境外；及(iii)根据 S 规例于离岸交易购入相关股份。

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company and CEBI, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital during the period of twenty-four (24) months following the Listing Date. After such period, the Investor shall inform the Company promptly if the aggregate holding of the Investor and its close associates in the total issued share capital of the Company exceeds 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital.

投资者同意及承诺，除非获得公司及光银的事先书面同意，投资者及其紧密联系人于公司已发行股本总数中的总持股量（直接及间接）在上市日期后二十四（24）个月内应少于公司全部已发行股本的 10%（或《上市规则》不时就定义“主要股东”规定的有关其他百分比）。在前述时限后，若投资者及其紧密联系人于公司已发行股本总数中的总持股量（直接及间接）超过公司全部已发行股本的 10%（或《上市规则》不时就定义“主要股东”规定的有关其他百分比）的，投资者应立即通知公司。

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

投资者同意，投资者于公司股本中的持股量是按自行投资基准厘定，及于公司及/或光银合理要求时，向公司及光银提供合理证明显示投资者于公司股本中的持股量乃按自行投资基准厘定。投资者不会，且促使其控股股东及联系人不会，申请或通过累计投标程序获取全球发售的 H 股（投资者股份除外）或于香港公开发售中申请 H 股。

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

投资者及其附属人士、董事、高级职员、雇员或代理并无与公司、公司主要股东、本集团任何其他成员或其各自的附属人士、董事、高级职员、雇员或代理订立任何与《上市规则》不符或违反《上市规则》（包括《上市指南》第 4.15 章或香港监管部门刊发的书面指引）的安排或协议（包括任何附函）。

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



6.1 The Investor acknowledges, agrees and confirms to each of the Company and CEBI that:

投资者向公司及光银承认、同意及确认:

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

公司、光银及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表各自并无作出全球发售将会进行或完成（于任何特定期间内或会否进行或完成）或发售价将处于公开文件所载的指示性范围内的陈述及就此提供保证或承诺或担保，倘全球发售因任何原因延迟、并未进行或未能完成，或发售价并非处于公开文件所载的指示性范围内，上述人士概不会对投资者承担任何形式的责任；

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

本协议、投资者的背景资料、本协议项下订约方的关系及拟进行的安排将须于公开文件以及全球发售的其他推广及路演材料中披露，且公开文件及有关其他推广及路演材料及公告中将提及投资者，尤其是，就有关全球发售或在其他情况下根据《公司（清盘及杂项条文）条例》及《上市规则》，本协议属重大合约，须送交香港监管机构存档并向公众展示；

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

公司、联交所、证监会及其他必要的监管部门将获悉须按照《上市规则》提交予联交所或须于 FINI 上提交的有关投资者的信息，且该信息将载于将于 FINI 上向光银披露的经整合获配售人名单中；

- (d) the Company and CEBI (on behalf of itself and the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price, and the Investor shall not have any right to raise any objection thereto;

公司及光银（代表彼等本身及全球发售包销商）将按彼等可能协议的方式厘定发售价，且投资者无权对此提出任何反对；



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

投资者将透过光银及/或其联属人士以其国际发售国际包销商代表的身份认购投资者股份；

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

投资者将按公司章程或其他章程文件及本协议的条款及条件并在其规限下接受投资者股份；

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

投资者股份数目可能受到根据《上市规则》第 18 项应用指引、《上市指南》第 4.14 章或联交所可能批准并不时适用于公司的其他百分比在国际发售与香港公开发售之间重新分配 H 股的影响；

- (h) the Company and/or CEBI can adjust the allocation of the number of Investor Shares in their sole and absolute discretion no later than two (2) business days prior to the Listing Date for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders;

本公司及/或光银可全权酌情在上市日期前不迟于两（2）个营业日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，该条规定于上市日期由公众人士持有的 H 股不得由三大公众股东实益拥有超过 50%；

- (i) none of the Company, CEBI nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

公司、光银或其各自的任何附属公司、代理、董事、监事、雇员或联属人士或任何其他参与全球发售的人士概不对购买投资者股份或与有关任何投资者股份的交易承担任何税务、法律、货币或其他经济或其他后果的任何责任；

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

作为国际发售的一部分，于本协议订立时或前后或于其后任何时间但于国际发售成交前，公司及/或光银已就类似投资与一名或多名其他投资者已订立或可能及/或拟订立协议；



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

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

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

了解及同意转让投资者股份仅可以 S 规例于美国境外的“离岸交易”（定义见 S 规例），及于各情况下，根据美国任何州及任何其他司法权区的任何适用证券法进行，而代表投资者股份的任何股票证书应具有大致类似效力的说明；

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

了解公司、光银或国际发售的任何国际包销商并无就《证券法》第 144 条或任何其他豁免对其后重新提呈发售、转售、质押或转让投资者股份的可行性作出任何陈述；

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

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

- (o) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its



Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(o)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(o)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

其已接获（及可能于日后接获）可能构成与投资者投资（及持有）投资者股份有关的重大、非公开消息及/或内幕消息（定义见《证券及期货条例》）的信息且其：(i)除按严格须知基准向其联属人士、附属公司、董事、高级职员、雇员、顾问及代表（“获授权接收人”）披露有关信息（且该等信息仅可用作评估其于投资者股份的投资或法律规定的其他方面）外，不会向上述人士以外的任何人士披露有关信息，直至该等信息在投资者或其任何的获授权接收人没有过错的情况下成为公开信息；(ii)应尽最大努力确保其获授权接收人（根据本第 6.1(o) 条获披露该等信息的人士）除向其他获授权接收人按严格须知基准披露该等信息外，不会向任何其他人士披露该等信息；及(iii)不会及将确保其获授权接收人（根据本第 6.1(o) 条获披露该等信息的人士）不会以可能导致任何违反美国、香港、中国或任何其他与该交易有关的适用司法权区的证券法（包括任何内幕交易条文）的方式直接或间接购买、出售或买卖或交易 H 股或公司或其联属人士或联营公司的其他证券或衍生工具；

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

按保密基准提供予投资者及/或其代表的本协议、招股章程草拟本及初步发售通函草拟本所载的信息，以及投资者及/或其代表按保密基准可能获提供的任何其他材料不得被复制、向任何其他人士披露、传阅或传播，且所提供的该等信息及材料可予变动、更新、修订及完成，投资者于决定是否投资投资者股份时不应依赖该等资料及材料。为免生疑：

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



招股章程草拟本或初步发售通函草拟本或任何其他可能已经提供给投资者及/或他们的代表的材料均不构成于任何司法权区（若在该等司法权区该等要约、招揽或出售是不被允许的）邀请或要约或招揽收购、购买或认购任何证券，并且招股章程草拟本或初步发售通函草拟本或任何其他可能提供给投资者及/或他们的代表的材料（无论书面还是口头）所载之内容均不应构成任何合同或承诺的基础；

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

概无任何股份或其他证券的要约或邀请以认购、收购或购买任何股份或其他证券得以根据初步发售通函草拟本或招股章程草拟本或可能提供给投资者及/或他们的代表的任何其他材料（无论书面或口头）提出或接收；及

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

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

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

本协议并不共同或个别构成于美国或要约属非法的任何其他司法权区的出售证券的要约；

- (r) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares;

投资者或其任何附属人士或代表其行事的任何人均未曾且将不会就 H 股进行任何定向销售努力(direct selling efforts)（定义见 S 规例）；

- (s) the Investor has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company or CEBI concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all



documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

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

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

于作出投资决定时，投资者已依赖及将仅依赖公司发布的招股章程或国际发售通函提供的资料，而不应依赖公司及/或光银（包括彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前向投资者可能提供的任何其他信息，且公司及光银及其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概无就任何该等资料或招股章程或国际发售通函并无载列的信息的准确性或完整性作出任何陈述或作出任何保证或承诺，且公司及光银及其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士不会且将不会因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或招股章程或国际发售通函并无载列的任何其他信息而对其承担任何责任；

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



光银、全球发售的其他包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、合伙人及顾问概无就投资者股份的裨益、认购、购买或提呈发售投资者股份或就公司或其附属公司的业务、营运、前景或状况、财务或其他方面，或就与此有关的任何其他事宜，向其作出任何保证、陈述或提出推荐建议；及除最终招股章程或国际发售通函所订明者外，公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概无就投资者股份的裨益、认购、购买或提呈发售投资者股份，或就公司或其附属公司的业务、营运、前景或状况、财务或其他方面，或就与此有关的任何其他事宜，向投资者作出任何保证、陈述或提出推荐建议；

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

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

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

其已就本集团、投资者股份及本协议规定的认购投资者股份的条款自行调查，并就其认为必要或适当的范围内，就税务、监管、财务、会计、法律、货币及其他与投资投资者股份有关的事宜及就投资者的合适性，获得独立意见或以其他方式满足（包括税务、监管、财务、会计、法律、货币及其他方面），且并无倚赖及将无权倚赖公司、光银或包销商或代表其获得或进行（视情况而定）的任何与全球发售有关的意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查或调查或其他意见或告慰函，公司、光银或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表概不对购买投资者股份或与有关投资者股份的任何交易承担任何税务、法律、货币或其他经济或其他后果的任何责任，且投资者股份的购买是公司或投资者根据本协议条款以公平商业条款订立的；

- (x) it understands that no public market now exists for the Investor Shares, and that the Company, CEBI, the underwriters of the Global Offering or their respective



subsidiaries, affiliates, directors, supervisors, officers, employees, advisors or representatives have made no assurances that a public market will ever exist for the Investor Shares (save for the exit after the expiration of the Lock-Up Period);

其了解投资者股份目前并不存在公开市场，公司、光银、全球发售包销商或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、顾问或代表概无作出任何投资者股份将存在公开市场的保证（锁定期结束后退出除外）；

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

倘全球发售因任何原因而延迟或终止或并未完成，公司、光银或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表不会对投资者或其附属公司产生任何责任；

- (z) the Company and CEBI will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

公司与光银将全权酌情决定变更或调整(i)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各自将予发行的 H 股数目；

- (aa) Subject to clause 3, the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made to the securities account of the Investor at CICC on or before one (1) business day prior to the Listing Date;

受限于第 3 条，投资者同意，总投资金额及相关经纪佣金及征费应于上市日期前一（1）个营业日或之前支付至投资者于中金的证券账户；

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

除遵守本协议限制的就相关股份的任何要约、出售、质押或其他转让以外，公司将不会对其予以承认；

- (cc) there are no other agreements in place between the Investor on one hand, and the Company, CEBI and/or any third parties on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement (if any) entered into by and between the Investor and the Company;

投资者一方，与公司、光银及/或任何第三方作为另一方之间，除由投资者与公司签订的本协议及保密协议（如有）外，并无就全球发售订立任何其他协议；

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

买卖 H 股须遵守适用的法律法规，包括《证券及期货条例》、《上市规则》、《证券法》及任何其他适用法律、法规或任何证券交易所的相关规则对股票交易的限制。

6.2 The Investor further represents, warrants and undertakes to each of the Company and CEBI that:

投资者向公司及光银进一步陈述、保证及承诺：

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

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

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

其有资格接收和使用本协议项下的信息（包括但不限于本协议、招股章程草拟本和初步发行通函草拟本），而不会违反适用于该投资者的所有法律或需要在该投资者所在的司法管辖区内的任何注册或许可；

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

其具有拥有、使用、租赁和经营其资产以及按现有方式进行业务的法律权利和权限；

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

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

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

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

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



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

- (g) all consents, approvals, authorizations, permissions and registrations prior to the Closing (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement, perform its obligations under this Agreement and Investor to subscribe for the Investor Shares under this Agreement have been obtained and are in full force and effect and have not been invalidated, revoked, withdrawn or set aside;

任何相关法律下适用于投资者，且需要由投资者在成交前获得的所有同意、批准、授权、许可和登记（“**批准**”），以签署和交付本协议，签订并执行本协议项下的交易，履行其在本协议项下的义务，及投资者根据本协议认购投资者股份，已获得并具十足效力及有效且未被批准无效、撤回、撤销或搁置；

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

投资者签立及交付本协议、履行本协议、投资者股份的认购将不会触犯或导致投资者触犯(i)投资者的组织章程大纲及细则或其他组织或章程文件或(ii)投资者就本协议项下之交易须遵守的，或因其他原因有关于投资者认购投资者股份而可能适用于投资者的任何司法权区的法律或(iii)对投资者具法律约束力的任何协议或其他文书或(iv)对投资者具管辖权的任何政府机构颁发的任何判决、命令或法令；

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide, or cause or procure to be provided, either directly or indirectly via the Company and/or CEBI, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the investor and/or the person(s) ultimately responsible for the giving of the instruction relating to the acquisition of the Investor Shares (including, without limitation, their respective name and places of incorporation); (ii) information relating to the transactions contemplated hereunder (including, without limitation, the details of the acquisition of the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor and associates on one hand and the Company and any of its shareholders on the other hand) (the “**Investor-related Information**”). The



Investor further authorizes each of the Company, CEBI or their respective affiliates to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

其已遵守且将遵守在与认购投资者股份有关的所有司法权区的全部适用法律，包括透过公司及 / 或光银直接或间接向联交所、证监会、中国证监会及/或任何其他政府、公共、财务或监管机关或机构或证券交易所（“监管部门”）提供、或引致或促使获提供，并协议及同意披露在每种情况下适用的法律要求或任何该等监管部门不时要求的有关资料（包括但不限于(i)投资者及 / 或负责最终作出收购投资者股份相关指示的人士的身份资料（包括但不限于彼等各自的名称及注册成立所在地）；(ii)有关本协议项下拟进行交易的资料（包括但不限于本协议项下的收购投资者股份的详情、投资者股份的数量、总投资金额以及锁定限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人以及该掉期安排或其他金融或投资产品提供人的身份资料）；及/或(iv)投资者及联系人作为一方与公司及其任何股东作为另一方之间的任何关联关系）（“投资者相关信息”）。投资者进一步授权公司、光银或彼等各自联属人士各自向该等监管部门及/或在任何公开文件或其他公告或文件中披露《上市规则》或适用的法律要求或任何有关监管部门要求之投资者相关信息；

- (j) neither the Investor nor any of its subsidiaries, affiliates, directors, officers, employees, or agents (as applicable), has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter or otherwise, from the Company, any member of the Group, or any of their respective subsidiaries, affiliates, directors, officers, employees, agents or representatives or ultimate beneficial owner(s) (as applicable) in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Listing Guide;

投资者或其任何附属公司、关联公司、董事、高级职员、雇员或代理（如适用）均未接受或签订任何协议或安排，以接受公司、任何集团成员或其各自的任何附属公司、联属人士、董事、高级职员、雇员、代理或代表或最终实益拥有人（如适用）于全球发售中通过附函或其他方式给予的任何直接或间接利益，或以其他方式从事任何与《上市指南》第 4.15 章不一致或违反的行为或活动；

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

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

- (l) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of CEBI in connection with the transactions contemplated thereunder;



其日常业务为购买或销售股份或债权证或其为一名专业投资者，且通过订立本协议，就其项下拟进行之交易而言，其并非光银的客户；

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

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

- (n) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not a U.S. Person, and is not subscribing for the Investor Shares for the account or benefit of a U.S. Person;

如在美国境外认购投资者股份，则其是在 S 规例所指的“离岸交易”中进行，且其不是美籍人士，且并非为美籍人士或其利益而认购投资者股份；

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

投资者于豁免或毋须遵守《证券法》项下登记规定的交易中认购投资者股份；

- (p) the Investor and/or associates (i) are third parties independent of the Company; (ii) are not connected persons or nominees or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC) any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) (as defined in the Listing Rules) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 5 in Appendix F1 to the Listing Rules; (vi) are not affiliates of the Company or its existing shareholder or a person acting on behalf of such an affiliate or existing shareholder whether before or after entering into this Agreement; and (vii) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company and CEBI in writing;

投资者及 / 或联系人(i)为独立于公司的第三方； (ii)并非公司的关连人士或代名人或联系人，投资者认购投资者股份将不会导致投资者成为公司之关连人士，不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他订约方之间的任何关系，且紧随本协议成交后，将就有关控制公司而言，独立于



任何关连人士及并非与彼等一致行动的人士（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iii)有履行本合约下产生的所有义务的财务能力；(iv)并非由(a)公司之任何核心关连人士或(b)公司、公司或其任何附属公司的任何董事、监事、最高行政人员、控股股东、主要股东（定义见《上市规则》）或现有股东或其等任何的紧密联系人直接或间接拨资、资助或支持及并不惯常接受且未曾接受任何该等人士有关收购、出售、投票表决或以其他方式处置公司证券的指示；(v)不属于《上市规则》附录 F1 第 5 段所述人士的任何一类；(vi)在订立本协议之前或之后，非公司或其现有股东的联属人士或代表该联属人士或现有股东行事的人士；及(vii)除已向公司及光银书面披露外，与公司或其任何股东无任何关联关系；

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

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

- (r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix 6 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者账户并非由相关交易所参与者（定义见《上市规则》）根据全权管理投资组合协议管理。“全权管理投资组合”一词具有《上市规则》附录六（股本证券的配售指引）赋予之涵义；

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

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

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

认购投资者股份将遵守《上市规则》附录 F1（股本证券的配售指引）以及《上市指南》第 4.15 章的规定；

- (u) none of the Investor and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by CEBI, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

投资者及/或联系人概无在公司、其任何附属公司或其关连人士、光银或任何一名全球发售包销商的（直接或间接）资助下根据本协议认购投资者股份；投资



者及其各联系人（如有）各自独立于已参与或将参与全球发售的其他投资者及彼等任何联系人，且与彼等及其任何联系人概无关联；

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

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

- (w) none of the Investor or any of its close associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement.

除了根据本协议，投资者或其任何紧密联系人概无通过簿记建立程序申请或下达或将申请或将下达全球发售下的任何 H 股的订单。

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

投资者向公司及光银陈述及保证，附表 2 所载有关其及其为成员公司的集团公司的描述以及所有向监管部门及/或公司、光银及彼等各自的联属人士提供及/或该等人士要求的所有投资者相关信息在所有重大方面均为真实、完整及准确且并无误导成分。在不影响第 6.1(b) 条条文的条件下，投资者不可撤回地同意于公司及光银全权认为属必要时在公开文件、营销及路演材料以及公司及/或光银可能就全球发售刊发或代表其刊发之有关其他公告中提述及加载其名称及本协议的全部或部分描述（包括附表 2 所载描述）。投资者承诺尽快提供与其、其拥有权（包括最终实益拥有权）及/或公司及/或光银可能合理要求之事宜相关的其他方面有关的其他资料及/或证明文件，以确保其/彼等遵守适用法律及/或公司或证券登记及/或主管监管部门（包括联交所、证监会及中国证监会）的要求。投资者谨此同意，于审阅投资者不时获提供有关全球发售的公开文件及其他营销材料草拟本中加载有关其及其为成员公司的集团公司的描述并作出投资者可能合



理要求的有关修订（如有）后，投资者将被视为保证，有关其及其为成员公司的集团公司的描述在所有重大方面均为真实、完整及准确且并无误导成分。

- 6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, CEBI, the underwriters, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company and CEBI promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any material respect.

投资者知悉第 6.1 及 6.2 条中的陈述及承认乃根据（其中包括）香港法例及美国证券法之规定作出。投资者承认，公司、光银、包销商及彼等各自之附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载投资者的保证、承诺、陈述及承认之真实性、完整性及准确性，且倘本协议所载任何保证、承诺、陈述及承认在任何重大方面不再准确及完整或存在误导成分，其同意及时向公司及光银发出书面通知。

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

投资者同意及承诺，投资者将针对因投资者或其高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人就与认购投资者股份的行为、投资者股份或本协议事宜相关（任何形式），包括对本协议的违反或被指控违反，或本协议项下的任何行为或不作为，或被指控的行为或不作为，导致的任何及一切损失、成本、开支、申索、诉讼、责任、法律程序或损害（“损害”）（可针对获弥偿方作出或建立的），及任何获弥偿方可能因有关、争论或辩护任何上述申索、诉讼或法律程序而可能遭受或导致的任何及一切成本、收费、损失或开支（或由此产生或与之相关的），向公司、光银及全球发售的包销商，各自代表其自身并代表其各自的联属人士，以及在《证券法》所指控控制其的任何人士及彼等各自的高级职员、董事、雇员、员工、联属人士、合伙人、代理及代表（统称“获弥偿方”）按要求作出全额且有效、按税后基准的弥偿且使其免受损害。

- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.



投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的相关承认、确认、陈述、保证和承诺应诠释为独立的承认、确认、陈述、保证和承诺，并视为于上市日期及延迟交付日期（如适用）重申。

6.7 The Company represents, warrants and undertakes that:

公司陈述、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the Laws of the PRC;

其已根据中国的法律正式注册成立及有效存续；

- (b) it has full power, authority and capacity, and has taken all actions required to enter into and carry out transactions as contemplated in this Agreement and perform its obligations under this Agreement;

其拥有全部权力、授权及能力并已采取所需的所有行动以订立本协议及履行其于本协议项下的交易及履行其于本协议项下的责任；

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

本协议已经公司妥为授权、签立及交付，及构成可依据本协议条款对公司强制执行的有效、合法及具有约束力的义务；

- (d) it has the full right to issue the Investor Shares and the Investor Shares will, when issued, be duly and validly authorised and issued. Subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange and shall conform with the description of Shares contained in the Prospectus;

其拥有发行投资者股份的所有权利且投资者股份，当发行，为正式并有效授权和发行。于付款后及受限于第 5.1 条订明的禁售期，投资者股份于根据第 4.4 条交付予投资者时将为全额缴足，并可自由转让，且不附带所有期权、留置权、押记、按揭、质押、申索，股权、产权负担及其他第三方权利，及与当时已发行及将于联交所上市的 H 股享有平等地位并与招股书中对股份的描述一致；

- (e) the execution, delivery and performance of this Agreement by it and the issuance of the Investor Shares will not contravene or result in a contravention of (i) the articles of association or other constituent or constitutive documents of the Company, or (ii) the Laws of any jurisdiction to which the Company is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Company in connection with its issuance of the Investor Shares, or (iii) any agreement, deed or other instrument binding upon the Company, or (iv) any judgement, order or decree of any governmental body, agency or court having jurisdiction over the Company;

公司签立、交付及履行本协议及发行投资者股份将不会违反或导致公司违反：

(i) 公司章程或其他组成或章程文件；或(ii) 公司就本协议下拟议的交易须遵守



的任何司法管辖区法律，或就公司发行投资者股份可能以其他方式适用于公司的法律；或(iii)对公司具有约束力的任何协议、契约或其他文书；或(iv)对公司具有管辖权的任何有关政府部门任何裁决、命令或判令；

- (f) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, supervisors, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide and written guidance issued by the Hong Kong regulators) with any of the Investors or its affiliates, directors, officers, employees or agents; and

公司及其主要股东（定义见《上市规则》）、本集团之任何成员公司及彼等各自之联属人士、董事、监事、高级职员、雇员或代理概无与任何投资者或其之联属人士、董事、高级职员、雇员或代理订立不符合《上市规则》（包括《上市指南》第4.15章和香港监管部门发出的指引）之任何安排或协议（包括任何附函）；及

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

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

- 6.8 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Company under clause 6.7 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.

公司根据第6.7条（视情况而定）作出的相关承认、确认、陈述、保证和承诺应诠释为独立的承认、确认、陈述、保证和承诺，并视为于上市日期及延迟交付日期（如适用）重申。

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

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

## 7. TERMINATION 终止

- 7.1 This Agreement may be terminated:

本协议可：

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

根据第3.2、4.6或4.7条终止；



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

如投资者（或在按照第 5.2 条作出的投资者股份转让的情况中，投资者的全资附属公司）于国际发售成交时或之前或延迟交付日期（倘适用）时或之前（尽管本协议有任何相反之条文）严重违反本协议（包括严重违反由投资者根据本协议作出的陈述、保证、承诺及确认），由公司或由光银单独终止；

- (c) solely by the Investor, in the event that there is a material breach of this Agreement on the part of the Company or CEBI (including a material breach of the representations, warranties, undertakings and confirmations by the Company or CEBI under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or

如公司或光银于国际发售成交时或之前或延迟交付日期（倘适用）时或之前（尽管本协议有任何相反之条文）严重违反本协议（包括严重违反由公司或光银根据本协议作出的陈述、保证、承诺及确认），由投资者单独终止；或

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

经所有订约方书面同意后终止。

- 7.2 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. If the Investor has made the payment of the total amount payable by the Investor under this Agreement to the securities account of the Investor at CICC, subject to the fulfillment of the Settlement specified in clause 4.2 by CEBI, the Company and CEBI shall fully refund the Aggregate Investment Amount, together with the related Brokerage and Levies paid by the Investor to the securities account of the Investor at CICC by same day value credit within one (1) business day from the date of termination of this Agreement without any deduction or set-off.

倘本协议根据第 7.1 条终止，订约方毋须继续履行彼等各自于本协议下的责任（惟下文所载第 8.1 条下的保密责任除外），而本协议订约方于本协议下的权利及责任（惟下文所载第 11 条下的权利除外）应终止，订约方不得针对任何其他订约方提起任何申索，惟不影响任何订约方于终止时或之前就本协议条款对其他订约方享有之权利或承担。若投资者已向其中金的证券账户支付本协议项下应付的总金额，且在光银已根据本协议第 4.2 条完成交收的前提下，公司及光银应于本协议终止之日起一（1）个营业日内向投资者于中金的证券账户以同日账（same day value credit）方式悉数退还投资者已支付的全部总投资金额连同相关经纪佣金及征费，该等资金不作任何扣减或抵销。

## 8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及保密



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

除本协议另有规定者外，未经其他订约方书面同意，任何订约方不得披露有关本协议或本协议拟进行之交易或涉及公司、光银及投资者的任何其他安排的任何信息。尽管有上述规定，任何订约方可：

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

向联交所、证监会、中国证监会及/或规范公司及/或光银的其他监管部门披露本协议，且投资者的背景，以及公司与投资者的关系可能载于公司将予发布或代表公司发布的公开文件及公司及/或光银就全球发售将予发布或代表其等发布的营销、路演材料及其他公告；

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

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

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

由任何订约方按任何适用法律、对订约方拥有司法管辖权的任何政府机构或团体（包括联交所、证监会及中国证监会）或证券交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约向香港公司



注册处提交以供登记，并使其可供展示）或任何主管政府机构的任何具约束力的判决、法令或规定可能规定的其他方式披露本协议。

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company and CEBI in advance to seek their prior written consent as to the principle, form and content of such disclosure, provided such consent shall not be unreasonably withheld or delayed.

投资者不得对本协议或其任何附属事项作出其他提述或披露，惟投资者提前就该披露的原则、形式及内容咨询公司及光银以寻求其事先书面同意的则除外，惟该同意不得不合理地获撤回或延迟。

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

公司应尽其合理的努力，于刊发前向投资者提供任何公开文件中与本协议、公司与投资者的关系及投资者的一般背景资料有关的任何陈述以供审核。投资者应配合公司及光银，以确保该公开文件中的所有对其的提述属真实、完整、准确及不含误导成分，且公开文件并无遗漏有关其的重大资料，并应及时向公司及光银以及其各自的顾问提供任何意见及验证文件。

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

投资者承诺及时提供有关准备按第 8.1 条所述须作出的任何披露合理要求的所有协助（包括提供与其、其拥有权（包括最终实益拥有权）及/或公司或光银可能合理要求的与其所述事项有关的进一步资料及/或证明文件），以(i)于公开文件中更新本协议日期后投资者的描述及核实该等提述；及(ii)使公司及/或光银遵守适用的公司或证券登记及/或主管监管部门（包括联交所、证监会及中国证监会）的要求。

## 9. NOTICES 通知

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

本协议项下的所有通知均应以英文或中文并以书面形式送达，并按第 9.2 条所要求的方式寄送至以下地址：

If to the Company, to:



如寄予公司，则：

Address : Room 301, Zhongguancun International Innovation Building, No.  
地址 67 North Fourth Ring West Road, Haidian District, Beijing, the PRC  
中国北京市海淀区北四环西路 67 号中关村国际创新大厦 301 室

Email : yufei@saimo.ai  
电邮

Attention : Yu Fei  
收件人 余飞

If to the Investor, to:

如寄予投资者，则：

Address : Borui Qi Building, NO.53 A, Xibianmennei Street, Xicheng District,  
地址 Beijing, the PRC 中国北京市西城区西便门内大街 53 号甲博瑞琪大厦

Email : liuyanhongtz@chinamobile.com  
电邮

Attention : Liu Yanhong  
收件人 刘严鸿

If to CEBI, to:

如寄予光银，则：

Address : 34/F - 35/F, Everbright Centre, 108 Gloucester Road, Wanchai, Hong  
地址 Kong  
香港湾仔告士打道 108 号光大中心 34-35 楼

Email : ecm@cebi.com.hk  
电邮

Attention : Song Wenqian  
收件人 宋汶倩

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



根据本协议发出的任何通知，均须由专人送递或以电邮或邮资已付的邮件发送。任何通知如以专人送递，发送时即视为已送达；如以电邮发送，在发送时间之后立即被视为已送达（根据发件人发送电邮的设备上的记录，无论电邮是否被确认，除非发件人收到一封自动讯息表明电邮未被送达）；及如以邮资已付的邮件发送，（在没有提前接获的凭证下）于发送后 48 小时后（或如以航空邮件发送，则为六天）被视为已送达。于非营业日的日子接获的任何通知应视为于下一个营业日接获。

## 10. GENERAL 一般事项

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Each of the Parties further confirms that it can perform its obligations described hereunder.

各订约方确认及声明本协议已获其正式授权、签立及送递，并构成其合法、有效及有约束力的责任，并可根据其条款对其强制执行。各订约方进一步确认其可履行本协议所述的责任。

- 10.2 Save for manifest error, calculations and determinations made in good faith by the Company and CEBI shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.

除明显错误外，公司及光银就投资者股份数目及发售价善意作出的计算及决定就本协议而言为终局性。

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

投资者、公司及光银应就为本协议或与本协议有关之事项而要求或可能要求的第三方的任何通知、同意及/或批准进行合作。

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

除非本协议由所有订约方以书面形式签署或代为签署，否则不得更改或修订本协议。

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

如果本协议的英文版和中文版出现任何不符之处，以英文版为准。

- 10.6 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own taxes (including stamp duty, if applicable), legal and professional fees, costs and expenses incurred in connection with this Agreement.

除相关订约方以书面方式另行约定外，各订约方应各自承担与本协议有关的税费(包括印花税（如适用）)、法律及专业费用、成本及开支。

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



时间为本协议的重要要素，但本协议所述任何时间、日期或期间可由订约方透过共同书面协议延长。

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

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

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

除投资者订立的保密协议（如有）外，本协议构成与投资者于公司的投资有关的完整协议及各方共识。本协议取代与本协议事项有关的所有先前承诺、保证、担保、陈述、沟通、谅解及协议（不论书面或口头）。

- 10.10 To the extent otherwise set out in this Clause 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

在本第 10.10 条另有规定的情况下，并非本协议订约方的人士根据《合约（第三者权利）条例》无权执行本协议的任何条款，惟这并不影响第三者因除《合约（第三者权利）条例》外存在或可用的任何权利或补救：

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

获弥偿方可执行及倚赖第 6.5 条，犹如获弥偿方为本协议的一方。

- (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(a).

在未经第 10.10(a)分条所述人士的同意下，本协议可被终止或撤销且任何条款可被修订、更改或豁免。

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

光银有权及获授权按其认为合适的方式及条款将所有或任何其相关权利、责任、权力及酌情权转授予任何一名或多名联属人士（不论任何该等转授有否正式手续且毋须向公司或投资者发出事先通知）。惟尽管有相关转授，光银应对其根据本分条文获转授相关权利、责任、权力及酌情权的任何联属人士的所有行为及不作为负责。



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

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

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

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

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

本协议的任何其他条文在该司法权区的合法性、有效性或可执行性；或

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

该条文或本协议任何其他条文根据任何其他司法权区的法律的合法性、有效性或可执行性。

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

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

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



各订约方向其他订约方承诺，其将执行及履行且促使其执行及履行以使本协议条款有效可能需要的有关其他文件及行为。

## 11. GOVERNING LAW AND JURISDICTION 管辖法律及司法权区

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

本协议及订约方之间的关系将受香港法律规管并按此诠释。

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

因本协议而产生或与本协议有关之任何纠纷、争议或申索或其违约、终止或无效（“**争议**”）均应根据于提交仲裁申请当日生效的香港国际仲裁中心管辖的仲裁规则通过香港国际仲裁中心仲裁解决。仲裁地点应为香港，且仲裁程序应依据香港法律。仲裁员为三名及仲裁程序的语言应为英文。仲裁法庭的裁定及裁决应为最终结果并对订约方具约束力，及可于任何具管辖权的法院登记及执行，且在可有效放弃的情况下，订约方不可撤销及无条件放弃任何形式的上诉、审查或诉诸任何司法机关的任何及所有权利。即使有上述条文，在指定仲裁法庭前，订约方有权向具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在并不损及国家法院管辖下可能获得的临时补救措施的情况下，仲裁法庭可全权向订约方授出临时补救措施或向订约方作出命令以要求法院修改或撤销该法院颁布的任何临时或初步救济，并就任何一方未能遵守仲裁法庭的命令判定损害赔偿。

## 12. IMMUNITY 豁免权

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



unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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

### 13. COUNTERPARTS 副本

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

本协议可以任何数目的副本及由有关订约方按独立副本形式签署。各副本为正本，惟所有副本共同构成一份及相同的法律文书。通过电邮附件（PDF）或传真交付本协议已签署副本的签署页应为有效的交付形式。

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

兹证明，各订约方已由其正式授权签署人于本协议文首所载的日期签署本协议。



**FOR AND ON BEHALF OF:**  
代表:

**Beijing Saimo Technology Co., Ltd.**

北京赛目科技股份有限公司

By:  
由以下人士签署:



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Name : He Feng  
姓名 : 何丰

Title : Director  
职衔 : 董事



**FOR AND ON BEHALF OF:**

代表:

**China Mobile International Holdings Limited**

中国移动国际控股有限公司

By:

由以下人士签署:



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|      |   |          |
|------|---|----------|
| Name | : | Fan Bing |
| 姓名   | : | 范冰       |

|       |   |                      |
|-------|---|----------------------|
| Title | : | Authorized Signatory |
| 职衔    | : | 授权代表                 |



**FOR AND ON BEHALF OF:**  
代表:

**CEB International Capital Corporation Limited**  
  
光银国际资本有限公司

By:  
由以下人士签署:



|       |   |                   |
|-------|---|-------------------|
| Name  | : | Victor Pang       |
| 姓名    | : | 彭祉颖               |
| Title | : | Managing Director |
| 职衔    | : | 董事总经理             |



## SCHEDULE 1 INVESTOR SHARES

### 附表 1 投资者股份

#### Number of Investor Shares

##### 投资者股份数目

The maximum gross amount that the Investor shall pay in accordance with this Agreement shall be one hundred fifty million Hong Kong dollars (HK\$150,000,000) (including the HK\$150,000,000), including (i) the Aggregate Investment Amount, the maximum amount of which shall be approximately one hundred and forty-eight million five hundred and two thousand three hundred and fifty-three yuan and seventy-six cents Hong Kong dollars (HK\$148,502,353.76) (including the HK\$148,502,353.76); and (ii) the Brokerage and Levies, the maximum amount of which shall be approximately one million four hundred and ninety-seven thousand six hundred and forty-six yuan and twenty-four cents Hong Kong dollars (HK\$1,497,646.24) (including the HK\$1,497,646.24). The number of Investor Shares shall be equal to (i) the Aggregate Investment Amount divided by (ii) the Offer Price, rounded down to the nearest whole board lot of 200 H Shares.

投资者按照本协议应支付的总金额上限为港元壹亿伍千万元整（150,000,000 港元）（含 150,000,000 港元），包括（i）总投资金额的上限为约港元壹亿肆仟捌佰伍拾万贰仟叁佰伍拾叁元柒角陆分（148,502,353.76 港元）（含 148,502,353.76 港元）；及（ii）经纪佣金和征费总额的上限为约港元壹佰肆拾玖万柒仟陆佰肆拾陆元贰角肆分（1,497,646.24 港元）（含 1,497,646.24 港元）。投资者股份数目等于约（i）总投资金额除以（ii）发售价（约减至最接近每手 200 股 H 股的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering - Reallocation and clawback” in the Prospectus, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering no later than two (2) business days prior to the Listing Date.

根据《上市规则》第 18 项应用指引第 4.2 段、《上市指南》第 4.14 章及联交所所授予的豁免（如有），倘香港公开发售下出现超额认购，供投资者根据本协议认购的投资者股份数目可能受到国际发售与香港公开发售之间 H 股重新分配的影响。倘香港公开发售的 H 股总需求符合招股章程中「全球发售的架构—香港公开发售—重新分配及回补」一节所载的情况，投资者股份数目可能在上市日期前不迟于两（2）个营业日按比例减少以满足香港公开发售的公众需求。

Further, the Company and CEBI can adjust the allocation of the number of Investor Shares in their sole and absolute discretion no later than two (2) business days prior to the Listing Date for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders.

此外，为满足《上市规则》第 8.08(3)条的规定（该条规定三大公众股东不能实益拥有超过 50% 在上市日期由公众持有的 H 股），公司和光银可全权酌情在上市日期前不迟于两（2）个营业日调整投资者股份数量的分配。

**SCHEDULE 2**  
**PARTICULARS OF INVESTOR**

**附表 2**  
**投资者详情**

**The Investor 投资者**

|  |  |
|--|--|
| Place of incorporation<br>注册成立地点   | : Hong Kong<br>香港  |
| Business registration number<br>商业登记号码   | : 53451620-000-11-17-7   |
| Principal activities<br>主要业务   | : Investment holding<br>投资控股   |
| Ultimate controlling shareholder<br>最终控股股东   | : China Mobile Communications Group Co., Ltd.<br>中国移动通信集团有限公司  |
| Place of incorporation of ultimate<br>controlling shareholder<br>最终控股股东的注册成立地点       | : Beijing, China<br>北京, 中国   |
| Business registration number of<br>ultimate controlling shareholder<br>最终控股股东的商业登记号码 | : 911100007109250324   |
| Principal activities of ultimate<br>controlling shareholder<br>最终控股股东的主要业务           | : Basic telecommunications services; Value added telecommunications services; internet-based audio-visual program services, mobile television distribution services, IPTV transmission service; broadcast television program production and operation (excluding current affairs, news, and similar topics and columns); system integration, roaming settlement, technology development, technology services, advertisement, equipment sale, import and export business in connection with telecommunication business, state-owned assets investment and management; training and conference services; design and produce advertisements, and use proprietary media to publish them<br><br>基础电信业务; 增值电信业务; 互联网视听节目服务、手机电视分发服务、IPTV 传输服务; 制作、发行广播电视节目 (时政、新闻及同类专题、专栏除外); 经营与信息通信业务相关的系统集成、漫游结算清算、技术开发、技术服务、广告业务、设备销售和进出口业务等; 国有资产 |



|  |  |
|--|--|
|  | 投资及管理；业务培训、会议服务；设计、制作广告，利用自有媒体发布广告。  |
| Shareholder and interests held<br>股东及所持权益  | : China Mobile Limited (100%)<br>中国移动有限公司（100%）  |
| Description of the Investor for insertion<br>in the Prospectus<br>于招股章程中插入的投资者描述 | : China Mobile International Holdings Limited, a limited liability company established under the laws of Hong Kong, is directly wholly owned by China Mobile Limited (中国移动有限公司) which is listed on the Main Board of the Stock Exchange (stock code: 941) and the Shanghai Stock Exchange (stock code: 600941). China Mobile International Holdings Limited is principally engaged in investment holding. 中国移动国际控股有限公司为一家根据香港法律成立的有限责任公司，由中国移动有限公司（其于联交所主板（股份代号：941）及上海证券交易所（股份代号：600941）上市）直接全资拥有。中国移动国际控股有限公司主要从事投资控股。 |