深圳手回科技集团有限公司

股权回购协议

本协议由以下各方于 2023 年 7 月 17 日（“**签署日**”）于中华人民共和国（仅为本协议之目的，不包括香港特别行政区、澳门特别行政区和台湾，简称“**中国**”）签署：

甲方：

1) **深圳手回科技集团有限公司**（“**公司**”或“**目标公司**”），一家依据中国法律成立并存续的有限责任公司，注册地址为：深圳市福田区梅林街道孖岭社区凯丰路 10 号翠林大厦 20 层 01 室；

乙方：

2) **北京红杉信德股权投资中心（有限合伙）**（“**红杉中国**”），一家依照中华人民共和国法律设立并有效存续的有限合伙企业，其注册地址为：北京市昌平区科技园区超前路 37 号院 16 号楼 2 层 C2324，执行事务合伙人：宁波梅山保税港区红杉荟德投资管理合伙企业（有限合伙）；

3) **杭州经天纬地投资合伙企业（有限合伙）**（“**经纬**”），一家依据中国法律有效设立并合法存续的有限合伙企业，其注册地址为：浙江省杭州市临安区青山湖街道大园路 1188 号 2 幢 3 层 3197A 室，执行事务合伙人：上海创鋆投资管理合伙企业（有限合伙）；

丙方：

4) **光耀**，为具有完全民事行为能力的中华人民共和国公民，身份证号为 142424198411192310，住所位于广东省深圳市南山区高新技术村 W1B 栋 4 楼；

5) **韩立炜**，为具有完全民事行为能力的中华人民共和国公民，身份证号为 61030219840801051X，住所位于广东省深圳市南山区哈工大深圳研究生院；

6) **刘丽**，为具有完全民事行为能力的中华人民共和国公民，身份证号为 430181198406030024，住所位于广东省深圳市南山区高新南一道飞亚达高新科技大厦；

7) **宁波大彩小虹企业管理合伙企业（有限合伙）（“大彩小虹”）**，一家依照中华人民共和国法律设立并有效存续的有限合伙企业，其注册地址为：浙江省宁波市北仑区梅山七星路 88 号 1 幢 401 室 C 区 C0327，执行事务合伙人：深圳木成林投资发展有限公司；

8) **深圳小雨伞投资管理合伙企业（有限合伙）（“小雨伞投资”）**，一家依照中华人民共和国法律设立并有效存续的有限合伙企业，其注册地址为：深圳市南山区粤海街道科技园高新区南区粤兴一道 9 号香港科技大学深圳产学研大楼 313-4、5、6，执行事务合伙人：深圳木成林投资发展有限公司；

9) **深圳正树直林投资合伙企业（有限合伙）（“正树直林”）**，一家依照中华人民共和国法律设立并有效存续的有限合伙企业，其注册地址为：深圳市南山区粤海街道高新区社区粤兴一道 9 号香港科大深圳产学研大楼 311-1，执行事务合伙人：深圳木成林投资发展有限公司；

丁方：

10) **嘉兴极地信天壹期投资合伙企业（有限合伙）**，一家依照中华人民共和国法律设立并有效存续的有限合伙企业，其注册地址为：浙江省嘉兴市南湖区南江路 1856 号基金小镇 3 号楼 112 室-23，执行事务合伙人：嘉兴极地信天投资管理有限公司；

11) **天津聚新科技发展合伙企业（有限合伙）**，一家依据中国法律有效设立并合法存续的有限合伙企业，其注册地址为：天津自贸试验区（东疆保税港区）澳洲路 6262 号查验库办公区 202 室（天津东疆商务秘书服务有限公司自贸区分公司托管第 3892 号），执行事务合伙人：深圳崇石私募股权投资基金管理有限公司；

12) **西藏聚智创业投资有限公司**，一家依据中国法律有效设立并合法存续的有限责任公司，其注册地址为：拉萨市经济技术开发区林琼岗路 16 号孵化园 1 号厂房三层 2 号 3203，法定代表人为闫凯境；

13) **珠海麒斐股权投资中心（有限合伙）**，一家依据中国法律有效设立并合法存续的有限合伙企业，其注册地址为：珠海市横琴新区汇通三路 108 号 23 楼 C 区 2327-（26）（托管机构:珠海横琴壹澳科技有限公司），执行事务合伙人：歌斐资产管理有限公司；

14) 珠海君晨股权投资中心（有限合伙），一家依据中国法律有效设立并合法存续的有限合伙企业，其注册地址为：珠海市大万山岛港湾路 37 号 208 之二十九室，执行事务合伙人：歌斐资产管理有限公司；

（以上合称为“**各方**”，单称为“**一方**”。其中，乙方合称为“**减资股东**”；光耀、韩立炜和刘丽以下合称为“**创始人**”；丙方为公司创始人及员工持股平台，合称为“**公司方**”；乙方、丙方及丁方合称为“**现有股东**”。）

鉴于：

1. 目标公司为一家依据中国法律成立并有效存续的有限责任公司，截至本协议签署日，公司的股权结构如下表所示：

序号	股东名称/姓名	认缴注册资本金额（人民币/万元）	持股比例
1.	光耀	230.193700	22.3991%
2.	韩立炜	64.804200	6.3058%
3.	刘丽	11.761610	1.1445%
4.	宁波大彩小虹企业管理合伙企业（有限合伙）	66.024603	6.4245%
5.	深圳正树直林投资合伙企业（有限合伙）	9.643193	0.9383%
6.	深圳小雨伞投资管理合伙企业（有限合伙）	60.259190	5.8635%
7.	北京红杉信德股权投资中心（有限合伙）	164.204300	15.9779%
8.	杭州经天纬地投资合伙企业（有限合伙）	95.467613	9.2895%
9.	西藏聚智创业投资有限公司	95.467613	9.2895%
10.	珠海麒斐股权投资中心（有限合伙）	89.585831	8.7172%

序号	股东名称/姓名	认缴注册资本金额（人民币/万元）	持股比例
11.	珠海君晟股权投资中心（有限合伙）	44.792915	4.3586%
12.	嘉兴极地信天壹期投资合伙企业（有限合伙）	64.658187	6.2916%
13.	天津聚新科技发展合伙企业（有限合伙）	30.830813	3.0000%
合计		**1027.693768**	**100.00%**

2. 红杉中国、经纬为公司的投资人股东，现目标公司拟按照本协议约定的条款及条件定向回购红杉中国、经纬所持公司部分股权，现有股东同意该等回购安排。

各方经平等协商达成如下约定：

第一条 标的股权及回购价款

1.1 各方同意，由目标公司通过减资的方式按本协议项下的条件和条款回购红杉中国所持有的公司注册资本人民币 39.554889 万元（对应签署日公司 3.8489%股权，“**红杉中国减资额**”）、经纬所持有的公司注册资本人民币 42.191882 万元（对应签署日公司 4.1055%股权，“**经纬减资额**”，和红杉中国减资额合称为“**标的股权**”）（“**本次减资回购**”）。

目标公司回购标的股权的总对价为人民币 3,100 万元（合称为“**回购价款**”），其中目标公司应向红杉中国支付的回购价款为人民币 1,500 万元，应向经纬支付的回购价款为人民币 1,600 万元。

为进一步明确，减资股东以外的全体现有股东同意通过签署本协议的方式明示地放弃其根据公司与现有股东及其他相关方签署的任何增资协议、股权转让协议、股东协议、约定等历次融资交易文件（合称为“**融资协议**”）的约定就本次减资回购享有或可能享有的任何优先权利，对本次减资回购不持任何异议。

各方在此一致同意和确认，本次减资回购及本协议的约定不违反融资协议，不会就本次减资回购及本协议的约定向任一公司方声称违反融资协议，或声称与融资协议

抵触等，而要求任一公司方承担融资协议相关违约责任或主张与融资协议相关索赔和要求。

1.2 减资完成后，目标公司的注册资本将变更为人民币 945.946997 万元，目标公司股权结构如下表所示：

序号	股东名称/姓名	认缴注册资本金额（人民币/万元）	持股比例
1.	光耀	230.193700	24.3347%
2.	韩立炜	64.804200	6.8507%
3.	刘丽	11.761610	1.2434%
4.	宁波大彩小虹企业管理合伙企业（有限合伙）	66.024603	6.9797%
5.	深圳正树直林投资合伙企业（有限合伙）	9.643193	1.0194%
6.	深圳小雨伞投资管理合伙企业（有限合伙）	60.259190	6.3703%
7.	北京红杉信德股权投资中心（有限合伙）	124.649411	13.1772%
8.	杭州经天纬地投资合伙企业（有限合伙）	53.275731	5.6320%
9.	西藏聚智创业投资有限公司	95.467613	10.0923%
10.	珠海麒斐股权投资中心（有限合伙）	89.585831	9.4705%
11.	珠海君晨股权投资中心（有限合伙）	44.792915	4.7352%
12.	嘉兴极地信天壹期投资合伙企业（有限合伙）	64.658187	6.8353%
13.	天津聚新科技发展合伙企业（有限合伙）	30.830813	3.2593%

序号	股东名称/姓名	认缴注册资本金额（人民币/万元）	持股比例
合计		945.946997	100.00%

第二条 减资程序及回购价款支付

2.1 现有股东同意，公司将通过减少注册资本的方式完成标的股权回购。于本协议签署后，目标公司应，且公司方将促使目标公司尽快按照公司法及公司登记主管部门的相关要求完成减资程序，现有股东应给与合理配合（包括但不限于配合签署减资的股东会决议、公司章程/章程修正案、就本协议签署及完成本次减资回购相关事项取得内部有权机构批准（如适用）以及完成减资工商登记等手续所需的必要文件）。

2.2 特别的，目标公司应且公司方承诺将促使目标公司尽快完成如下事宜：

1) 目标公司应于本协议签署日同日召开股东会审议本次减资回购事宜；

2) 目标公司应自股东会作出减少注册资本决议之日起 10 日内通知债权人，并于 30 日内在报纸上公告（“**公告日**”）。为免疑义，如公司债权人在法定期限内提出异议或相关主张，则目标公司及公司方承诺将予以妥善处理，不会因此影响本次减资回购；

3) 在公告期满后，目标公司应尽快（不晚于本协议签署日后的 90 日内）根据公司登记主管部门的要求完成减资登记程序。

2.3 目标公司应于本协议签署完成之日起3个工作日内将回购价款一次性分别支付至红杉中国、经纬指定的以下银行账户：

红杉中国

账户名称：北京红杉信德股权投资中心（有限合伙）

账号：110916912110906

开户银行：招商银行股份有限公司天津滨海分行营业部

经纬：

账户名称：杭州经天纬地投资合伙企业（有限合伙）

账号：9804 0157 8300 0006 4

开户银行：上海浦东发展银行外高桥保税区支行

第三条 标的股权交割

3.1 各方一致同意并确认，目标公司根据公司登记主管部门的要求完成减资登记程序且红杉中国、经纬分别收到其全部回购价款（即人民币 1,500 万元与人民币 1,600 万元）之日为标的股权的交割日。为进一步明确，于目标公司按照本协议第 2.3 条约定向红杉中国及经纬支付对价之日起至交割日期间，该笔回购价款的性质实际为预付款，于交割日当日，该笔预付款的性质将自动转为回购价款。

3.2 自交割日起，红杉中国、经纬不再对标的股权享有任何股东权利及义务（红杉中国及经纬所持有的剩余目标公司股权及其对应的股东权利应不受影响）。为进一步明确，在交割日前，红杉中国及经纬仍应就其所持有的全部股权（含标的股权）享有完整股东权益。交割日后，除本协议约定的红杉中国、经纬不再享有的本款前述股东权益外，各方继续按照融资协议履行各自的权利义务保持不变。

第四条 违约责任

4.1 任何一方直接或间接违反本协议的任何条款，或不承担或不及时、充分地承担本议项下其应承担的义务即构成违约行为，守约方有权以书面通知要求违约方纠正其违约行为并采取充分、有效、及时的措施消除违约后果，并赔偿守约方因违约方之违约行为而遭受的损失（包括但不限于合同履行后可以获得的利益以及守约方届时因主张债权所支付的合理费用，但不包括其他性质的间接损失）。

第五条 其他

5.1 本协议的效力、解释及履行均适用中国法律。各方因本协议引起的或与本协议有关的任何争议，任一方有权向北京仲裁委员会申请仲裁，仲裁地点在北京。仲裁裁决是终局的，对各方均有约束力。仲裁费用由败诉方承担，除非仲裁庭另行决定。任何争议提交仲裁程序之时或之后，各方应继续享有其各自在本协议项下的其他权利并履行其各自在本协议项下的其他义务，但与争议事项直接相关的权利和义务除外。

5.2 各方同意，如为完成本次减资回购涉及的工商变更登记或其他政府备案而需要各方另行签署相应的减资协议或相应文件，该等工商版本文件内容与本协议不一致的，应以本协议为准。

5.3 本协议的任何条款的无效、失效和不可执行不影响或不损害其他条款的有效性、生效和可执行性。但本协议各方同时亦应停止履行该无效、失效和不可执行之条款，并在最接近其原意的范围内仅将其修正至对该类特定的事实和情形有效、生效及可执行的程度。

5.4 本协议经各方盖章或签字后自签署日生效。

5.5 各方同意，因本次减资回购发生的费用和支出，均由各方按照法律规定各自负责支付和承担。

5.6 本协议的任何修订必须以书面形式作出,并经本协议各方签署方可生效。以书面形式对本协议作出的任何修改均构成本协议的组成部分。

5.7 本协议壹式十四份，每方各持壹份，每份协议具有同等效力。

（以下无正文）

（本页无正文，为《深圳手回科技集团有限公司股权回购协议》之签署页）

深圳手回科技集团有限公司（公章）

法定代表人（盖章/签字）：

光耀（签字）：

韩立炜（签字）

刘丽（签字）

（本页无正文，为《深圳手回科技集团有限公司股权回购协议》之签署页）

宁波大彩小虹企业管理合伙企业（有限合伙）（公章）

执行事务合伙人/委派代表（盖章/签字）：

深圳正树直林投资合伙企业（有限合伙）（公章）

执行事务合伙人/委派代表（盖章/签字）：

深圳小雨伞投资管理合伙企业（有限合伙）（公章）

执行事务合伙人/委派代表（盖章/签字）：

（本页无正文，为《深圳手回科技集团有限公司股权回购协议》之签署页）

北京红杉信德股权投资中心（有限合伙）（公章）

执行事务合伙人/委派代表（盖章/签字）：

2023 年 7 月

（本页无正文，为《深圳手回科技集团有限公司股权回购协议》之签署页）

杭州经天纬地投资合伙企业（有限合伙）（公章）

执行事务合伙人/委派代表（盖章/签字）：

（本页无正文，为《深圳手回科技集团有限公司股权回购协议》之签署页）

西藏聚智创业投资有限公司（公章）

法定代表人（盖章/签字）：

（本页无正文，为《深圳手回科技集团有限公司股权回购协议》之签署页）

珠海麒斐股权投资中心（有限合伙）（公章）

执行事务合伙人/委派代表（盖章/签字）：

珠海君晨股权投资中心（有限合伙）（公章）

执行事务合伙人/委派代表（盖章/签字）：

（本页无正文，为《深圳手回科技集团有限公司股权回购协议》之签署页）

嘉兴极地信天壹期投资合伙企业（有限合伙）（公章）

执行事务合伙人/委派代表（盖章/签字）：

（本页无正文，为《深圳手回科技集团有限公司股权回购协议》之签署页）

天津聚新科技发展合伙企业（有限合伙）（公章）

执行事务合伙人/委派代表（盖章/签字）：

关于

天津滨海高新区手回诊所有限公司

之

股权转让协议

2023 年_9_月

关于天津滨海高新区手回诊所有限公司之股权转让协议

本《关于天津滨海高新区手回诊所有限公司之股权转让协议》（简称“**本协议**”）由以下各方于 2023 年[9]月[8]日在中国深圳市签订：

甲方：

手回健康科技（成都）有限公司，一家根据中国法律设立的有限责任公司，统一社会信用代码为 91510100MA64QNM9X4，其注册地址为中国（四川）自由贸易试验区成都市高新区天府大道北段 1700 号 3 栋 2 单元 1603B（“**转让方**”）。

乙方：

深圳木成林投资发展有限公司，一家根据中国法律设立的有限责任公司，统一社会信用代码为 914403003596566988，其注册地址为深圳市南山区粤海街道科技园高新区南区粤兴一道 9 号香港科技大学深圳产学研大楼 313-4、5、6（“**受让方**”）。

丙方：

天津滨海高新区手回诊所有限公司，系一家根据中国法律设立的有限责任公司，统一社会信用代码为 91120116MA07D7EF5Q，注册地址为天津市滨海高新区华苑产业区工华道 2 号天津国际珠宝城 1 号楼-2、4、5-104（“**目标公司**”）。

以上主体单称为“**一方**”，合称为“**各方**”。

鉴于：

a) 目标公司是一家根据中国法律设立的有限责任公司，现注册资本为 1,500,000 元人民币。

b) 截至本协议签署之日，转让方持有目标公司 100%的股权（对应注册资本 1,500,000 元人民币）。

c) 转让方拟向受让方转让其所持有目标公司的全部股权（转让股权占目标公司股权的 100%，对应注册资本 1,500,000 元人民币），且受让方拟按照本协议的条款和条件受让前述股权（简称“**本次股权转让**”）。

经各方平等协商，一致同意签署股权转让协议如下，以资信守。

一、转让目标股权

各方一致同意，转让方将其所持的目标公司的 100%的股权（对应注册资本 1,500,000 元人民币）（简称“**目标股权**”）转让给受让方。本次股权转让完成之后，受让方成为目标公司的股东，持有目标公司 100%的股权（对应注册资本 1,500,000 元人民币）。

二、转让价款

经各方协商一致，转让方拟按照【10】元人民币的股权转让价格（“**股权转让对价**”）将其持有的对应目标股权转让给受让方。

三、转让价款的支付

转让方和受让方同意，在本协议签署并生效后的【六（6）个月】内或转让方和受让方另行同意的其他期限内，受让方应根据资金情况一次性或分期向转让方的指定银行账户支付相应股权转让对价。

四、股权转让的实施

(1) 本协议签署后，转让方和受让方应尽快协助目标公司办理完毕本次股权转让的工商变更登记的有关手续。

(2) 目标公司完成工商变更登记并取得变更后的营业执照或取得届时主管登记机关出具的其他同等证明文件（如变更（备案）通知书，仅在主管登记机关不会为本次工商变更登记换发新的营业执照的情况下）之日为本次股权转让的完成日，自完成日起受让方即享有目标股权的所有权，享有股东权利、承担股东义务；转让方对该等股权不再享有股东权利、承担股东义务。

五、费用及税款

本协议各方应各自承担其在拟定、谈判、签署和履行本协议列明的步骤所涉及的和所发生的一切费用以及依法应由其缴纳的任何税款和法定收费（如有），包括适用中国法律及中国境外相关地区和国家法律的规定而应支付的税款和法定收费（如有）。

六、转让方承诺和义务

(1) 转让方承诺其对持有的目标股权依法拥有处分权，其有权签署并履行本协议；

(2) 转让方将促使目标公司按本协议约定及时办理股权转让的登记事宜。

七、违约责任

任何一方违反本协议的约定，均视为其违约。不影响守约方依据本协议及法律法规所享有的其他权利及救济，违约方应当承担因其违约而给守约方造成的全部损失，以及为实现本协议项下权利和/或救济而发生的合理费用（包括但不限于诉讼费、仲裁费、律师费、财产保全费、差旅费、执行费、评估费、拍卖费、公证费、送达费、公告费等）。

八、适用法律和争议解决

(1) 本协议的订立、效力、解释、履行和争议的解决应受中国法律的管辖，并依其解释。

(2) 凡因执行本协议引起的或与本协议有关的一切争议，任何一方有权将该等争议提交至【深圳国际仲裁院】，按照该委员会届时有效的仲裁规则进行仲裁。仲裁语言为中文，仲裁地点为【深圳】。仲裁裁决是终局的，对各方均具约束力。

(3) 除正在提交仲裁的部分外，本协议的其他部分应继续有效。本条款的有效性不受本协议是否变更、解除或终止的影响。

九、其他

(1) 本协议经各方加盖公章和/或由法定代表人或授权代表签字后自文首所列签署之日起成立生效。

(2) 本协议的变更和补充，必须经各方协商一致，并订立书面变更协议或补充协议；经各方协商一致并签署书面终止协议，可终止本协议。

(3) 本协议可分别签署和交付（包括通过传真或电子邮件）一份或多份副本，并由本协议各方分别签署。每一副本一经签署即应被视为正本，具有同等法律效力。各方不可撤销且无保留地同意，本协议各方可以通过电子签名或签名章形式签署本协议；通过电子签名或签名章形式签署的，各方同意，不得仅基于本协议以电子签名或签名章形式签署而否认或不承认其法律效力、有效性及/或可执行性。

(4) 如各方为了就本次股权转让在主管登记机关办理相关的变更登记/备案手续而就本次股权转让提交不同于本协议的协议，该协议未有规定或与本协议规定不一致的，以本协议的约定为准。

（以下无正文）

（本页无正文，为《关于天津滨海高新区手回诊所有限公司之股权转让协议》的签署页）

转让方：

手回健康科技（成都）有限公司（公章）

法定代表人或授权代表（签字）：

（本页无正文，为《关于天津滨海高新区手回诊所有限公司之股权转让协议》的签署页）

受让方：

深圳木成林投资发展有限公司（公章）

法定代表人或授权代表（签字）：

（本页无正文，为《关于天津滨海高新区手回诊所有限公司之股权转让协议》的签署页）

目标公司：

天津滨海高新区手回诊所有限公司（公章）

法定代表人或授权代表（签字）：李健

关于

深圳手回科技集团有限公司

之

减资协议

2023 年 11 月

关于深圳手回科技集团有限公司之减资协议

本《关于深圳手回科技集团有限公司之减资协议》（"**本协议**"）由下列各方于2023年11月17日在中国深圳市签订：

甲方：深圳手回科技集团有限公司，一家根据中国法律依法设立并有效存续的有限责任公司（下称"**公司**"）。

乙方：

1. **宁波大彩小虹企业管理合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为浙江省宁波市北仑区梅山七星路88号1幢401室C区C0327；

2. **深圳正树直林投资合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为深圳市南山区粤海街道高新区社区粤兴一道9号香港科大深圳产学研大楼311-1；

3. **北京红杉信德股权投资中心（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为北京市昌平区科技园区超前路37号院16号楼2层C2324；

4. **西藏聚智创业投资有限公司**，一家根据中国法律依法设立并有效存续的有限责任公司，其注册地址为拉萨市经济技术开发区林琼岗路16号孵化园1号厂房三层2号3203；

5. **杭州经天纬地投资合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为浙江省杭州市临安区青山湖街道大园路1188号2幢3层3197A室；

6. **珠海麒斐股权投资中心（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为珠海市横琴新区汇通三路108号23楼C区2327-（26）（托管机构：珠海横琴壹澳科技有限公司）；

7. **珠海君晟股权投资中心（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为珠海市大万山岛港湾路37号208之二十九室；

8. **嘉兴极地信天壹期投资合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为浙江省嘉兴市南湖区南江路1856号基金小镇3号楼112室-23；以及

9. **天津聚新科技发展合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为天津自贸试验区（东疆保税港区）澳洲路 6262 号查验库办公区 202 室（天津东疆商务秘书服务有限公司自贸区分公司托管第 3892 号）。

丙方：

1. **光耀**，中国公民，居民身份证号为 142424198411192310；

2. **韩立炜**，中国公民，居民身份证号为 61030219840801051X；

3. **刘丽**，中国公民，居民身份证号为 430181198406030024；

4. **深圳小雨伞投资管理合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为深圳市南山区粤海街道科技园高新区南区粤兴一道 9 号香港科技大学深圳产学研大楼 313-4、5、6。

以上甲方、乙方、丙方合称"**各方**"，单独称"**一方**"。乙方又称"**减资方**"，丙方又称"**其他股东**"，乙方、丙方合称为"**原股东**"。

鉴于：

1. 截至本协议签署之日，公司在深圳市市场监督管理局（"**市监局**"）登记的注册资本为人民币 9,459,469.97 元。

2. 公司在市监局登记的股权架构如下图所示：

序号	股东名称/姓名	认缴出资额（元）	持股比例
1.	光耀	2,301,937	24.3347%
2.	韩立炜	648,042	6.8507%
3.	刘丽	117,616.10	1.2434%
4.	宁波大彩小虹企业管理合伙企业（有限合伙）	660,246.03	6.9797%
5.	深圳小雨伞投资管理合伙企业（有限合伙）	602,591.90	6.3703%
6.	深圳正树直林投资合伙企业（有限合伙）	96,431.93	1.0194%
7.	嘉兴极地信天壹期投资合伙企业（有限合伙）	646,581.87	6.8353%
8.	天津聚新科技发展合伙企业（有限合伙）	308,308.13	3.2593%
9.	北京红杉信德股权投资中心	1,246,494.11	13.1772%

序号	股东名称/姓名	认缴出资额（元）	持股比例
	（有限合伙）		
10.	杭州经天纬地投资合伙企业（有限合伙）	532,757.31	5.6320%
11.	西藏聚智创业投资有限公司	954,676.13	10.0923%
12.	珠海麒斐股权投资中心（有限合伙）	895,858.31	9.4705%
13.	珠海君晨股权投资中心（有限合伙）	447,929.15	4.7352%
合计		**9,459,469.97**	**100.000%**

3. 根据各方及相关方于 2023 年[*]月[*]日签署的《关于深圳手回科技集团有限公司之重组框架协议》（包括其不时的修订，“**重组框架协议**”），公司拟启动境外红筹架构重组，公司将调整为一家由设立在开曼群岛的境外控股公司 Shouhui Tech Limited（“**手回开曼**”），通过其全资持有的一家设立在香港的子公司 Shouhui Tech H.K. Limited（中文名：手回科技集團有限公司）（“**手回香港**”）间接控制的主体，且原股东的权益均在手回开曼层面体现（“**重组**”）。

4. 截至本协议签署日，（1）手回开曼已经根据其与相关方签署的手回开曼股份认购协议（Share Purchase/Subscription Agreement）向相关方发行认购股份（Purchased Shares，定义见境外认购协议）；（2） 手回开曼与相关方已经签署了手回开曼股东协议（Shareholders Agreement），且手回开曼的股东会已经批准了手回开曼股东协议及修订后的手回开曼公司章程（Amended and Restated Memorandum and Articles of Association）；（3）公司及原股东已与手回香港（或 WFOE 或手回创想，但手回创想作为签署方的前提应为投资人香港公司及 WFOE 收购手回创想全部股权已完成）签署了《独家购买权协议》、《独家业务合作协议》、《股东表决权委托协议》和《股权质押协议》（合称为“**过渡期 VIE 协议**”）。

5. 减资方拟向公司减资退出在公司的持股并取得公司支付的减资对价，并将减资对价通过适当途径支付至境外手回开曼，用于认购手回开曼的股份。其他股东同意减资方对公司减资。

因此，各方依据《中华人民共和国公司法》等相关法律法规规定，经友好协商，就本次减资事宜达成如下约定，以资共同遵照执行：

第一条 定义和解释

本协议中使用的下列术语应具有以下含义：

本协议	指	本《关于深圳手回科技集团有限公司之减资协议》
公司	指	深圳手回科技集团有限公司

本次减资	指	减资方根据本协议约定将其直接持有的公司的股权全部退出并获得相应的减资对价的交易安排
手回开曼	指	Shouhui Tech Limited
手回香港	指	Shouhui Tech H.K.Limited（中文名：手回科技集团有限公司）
手回创想	指	深圳手回创想科技有限公司

第二条 减资安排

2.1 各方同意，各减资方将通过公司回购其所持下表所示的减资资本对应的股权的方式，按照以下约定的减资对价（“**减资对价**”）自公司减资（“**本次减资**”）：

序号	减资股东	减资注册资本（元）	减资款（元）（小记）	减资款（元）（合计）
1.	宁波大彩小虹投资合伙企业（有限合伙）	660,246.03	0	0
2.	深圳正树直林投资合伙企业（有限合伙）	96,431.93	0	0
3.	嘉兴极地信天壹期投资合伙企业（有限合伙）	64.658187	3,283,812.16	3,283,812.16
4.	天津聚新科技发展合伙企业（有限合伙）	308,308.13	36,000,000	36,000,000
5.	北京红杉信德股权投资中心（有限合伙）	1,246,494.11	15,182,235	15,182,235
6.	杭州经天纬地投资合伙企业（有限合伙）	532,757.31	11,161,006.19	11,161,006.19
7.	西藏聚智创业投资有限公司	954,676.13	20,000,000	20,000,000
8.	珠海麒斐股权投资中心（有限合伙）	473,361.98	50,666,666.67	100,000,000
		422,496.33	49,333,333.33	
9.	珠海君晨股权投资中心（有限合伙）	236,680.99	25,333,333.33	50,000,000
		211,248.16	24,666,666.67	

2.2 本次减资完成后，公司在市监局登记的股权结构将如下图所示：

序号	股东姓名/名称	认缴出资额（元）	股权比例
1	韩立炜	648,042	17.6569%
2	光耀	2,301,937	62.7199%
3	刘丽	117,616.1	3.2046%
4	深圳小雨伞投资管理合伙企业（有限合伙）	602,591.90	16.4186%

总计	3,670,187	100.0000%

2.3 公司应根据本协议和重组框架协议（及相关附属文件）的约定，及时办理以下减资手续：

(1) 公司编制资产负债表及财产清单；
(2) 出具内部关于减资的董事会及股东会决议，批准公司减资；
(3) 就减资事宜通知所有公司债权人，同时公司在省级报纸上或其他适用法律允许的方式发布减资公告，公示期间为 45 天，并与提出要求的债权人（如有）达成清偿债务或提供担保的相应安排；
(4) 公司应取得本次减资所需的任何内部或外部同意，包括但不限于针对公司作为一方的合同或协议而言，公司已履行了该等合同或协议项下的通知义务或已取得相对方的同意；
(5) 公司向市监局申请减资和修改公司章程的备案——市监局已备案回复，获得市监局的《变更登记核准通知书》和变更后的《营业执照》（或五证合一证照），在办理上述本次减资的工商变更登记时，减资方在公司委派的董事、监事应当一并辞任。

2.4 各方同意，公司向市监局申请办理本次减资对应的变更登记和备案手续（"**本次减资工商登记**"），应当以如下先决条件全部完成为前提条件：
(1) 本次减资所涉及的所有法定前置程序（包括本协议第 2.3（1）、（2）、（3）和（4）条所列减资手续）均已完成；
(2) 全部 ODI 出境股东（或其指定的关联方）已被登记为开曼公司股东（于股东名册记载为"nil paid"）；
(3) 境外交易文件已全部适当签署并生效；
(4) 境外认购文件项下交割已完成；以及
(5) 手回科技、原股东已与手回香港（或 WFOE 或手回创想，但手回创想作为签署方的前提应为投资人香港公司及 WFOE 收购手回创想全部股权已完成）签署过渡期 VIE 协议，且过渡期 VIE 协议已生效。

2.5 公司应当在本协议第 2.4 条所列先决条件全部完成后十（10）日内向市监局提交并办理本次减资工商登记。

第三条 减资交割和减资对价的缴付

3.1 本协议项下的本次减资交易交割日应为减资工商变更登记完成之日。

3.2 除公司与相应减资方另有约定外，公司应自减资工商变更登记完成之日且公司已完成重组框架协议第 4.2(7)条约定的增资的工商登记手续完成之日起或各方另行书面一致同意的其他时间（如适用），根据《重组框架协议》的约定或各方另行达成的减资资金流转安排（如适用），以公司的自有资金根据届时的资金情况一次性向公司与该减资方达成一致的指定账户支付其应得的减资对价。

3.3 每一减资方或其关联方应在该减资方收到每笔减资对价后，应根据重组框架协议（及相关附属文件）的约定，向手回开受支付股份认购价款。

第四条 陈述与保证

4.1 本协议每一方分别且不连带地向协议其他方作出如下陈述和保证，且该等陈述和保证在本协议签署之日至各方履行完毕其在本协议项下的全部义务之日是真实、准确及完整的：

(1) 该方是依据其成立地适用法律法规合法设立、有效存续且状况良好的实体，或是一名具有完全民事行为能力的自然人（视该方具体情况而定）。

(2) 根据该方成立地或所在地法律，该方拥有签署本协议所必需的所有权力、授权和批准，并拥有充分履行其在本协议项下的每一项义务所必需的所有权力、授权和批准。

(3) 该方就签署及履行本协议已经取得了其所需的一切内部批准及授权（如适用），该方签署及履行本协议不会违反其之前所签订的任何合同、协议，不会构成对其所承担的任何义务或者法律法规的违反，不会违反其现行有效的公司章程以及任何内部文件的约定。该方签署及履行本协议如需取得任何第三方的同意，该方均已取得上述同意。

(4) 该方合法拥有并可按本协议约定处置其持有的公司注册资本（如适用），在该等注册资本上未设置质押或任何其他第三方权利负担（根据过渡期 VIE 协议承担的除外）或与任何第三方就该等注册资本处置达成任何协议。

第五条 各方权利及义务

5.1 公司及原股东应当根据重组框架协议的约定尽合理商业努力积极配合本协议约定的减资事宜（包括及时签署减资所需的必要文件）。

5.2 公司应当及时办理完毕本次减资的变更登记并取得注册资本变更后的《营业执照》。

5.3 自本次减资工商变更登记完成之日起，减资方不再作为公司的直接股东，（为免疑义，减资方或其关联方依据境外交易文件对手回开受及公司（如适用）所享有的权利及义务不受影响），但本次减资工商变更登记完成之日前减资方与公司之间相互的权利、义务与责任不受影响或减损。

5.4 各减资方在本协议项下的权利及义务为独立的而非连带的。

第六条 违约责任

6.1 除本协议或重组框架协议就违约责任另有约定之外，若本协议任何一方（"**违约方**"）未能履行其在本协议项下的义务或承诺，或者本协议任何一方在本协议中所作的任何声明、陈述或保证存在欺诈或虚假成份，则该方构成违约；违约方应当向其他方（"**守约方**"）赔偿因此导致、引发或造成的守约方发生或遭受的所有索赔、责任、义务、赔偿、差额、判决、诉讼、案件、程序、仲裁、评估、成本、损失和费用（包括执行本条款的费用及其他方遭受或支付的合理的律师费），为其辩护并使守约方免于任何损害。违约方向守约方进行赔偿不影响各方继续履行本协议的权利和义务。

6.2 各方同意，如果一方违反本协议，则其他守约方有权要求违约方实际履行其违反的义务。该等救济是对法律和本协议项下所有其他救济的补充。

第七条 不可抗力

7.1 如发生诸如地震、台风、洪水、火灾、军事行动、出现罢工、暴动、战争、或其他协议一方所不能合理控制的不可预见之不可抗力事件（"不可抗力事件"），阻碍该方履行本协议，该方应毫不延迟地立即通知其他协议方，并在通知发出后 15 日内提供该等事件的详细资料和证明文件，解释不能或延迟履行其在本协议项下全部或部分义务的原因。各方应通过协商寻求找到并执行协议各方均能接受的解决方法。

7.2 如发生不可抗力事件，受不可抗力影响的一方无需对任何其他协议方因本协议项下的义务由于不可抗力事件而未能履行或延迟履行而遭受的任何损害、成本增加或损失负责，而该等未能履行或延迟履行本协议不应被视为违反本协议。声称发生不可抗力事件的协议一方应采取适当措施减少或消除不可抗力事件的影响，并尽可能在最短的时间内尝试恢复履行被不可抗力事件延误或阻碍履行的义务。

7.3 如不可抗力事件或不可抗力事件的影响阻碍一方或各方履行其在本协议项下的全部或部分义务为期 1 个月以上，则各方应友好协商解决方案，包括不限于终止本协议或修改本协议或免除本协议规定的部分义务或延迟本协议的履行。

第八条 适用法律和争议解决

8.1 本协议的订立、效力、解释、履行和争议的解决应受中国法律的管辖，并依其解释。

8.2 凡因执行本协议引起的或与本协议有关的一切争议，任何一方有权将该等争议提交至【深圳国际仲裁院】，按照该委员会届时有效的仲裁规则进行仲裁。仲裁语言为中文，仲裁地点为【深圳】。仲裁裁决是终局的，对各方均具约束力。

8.3 除正在提交仲裁的部分外，本协议的其他部分应继续有效。本条款的有效性不受本协议是否变更、解除或终止的影响。

第九条 生效、变更和解除

9.1 本协议经各方适当签署（协议主体为自然人的须本人签字，协议主体为法人或合伙企业的须加盖公章并由法定代表人或授权代表签字/盖章）后自文首所列签署之日起成立生效。本协议中未尽事宜，由各方协商解决并另行签订补充协议，补充协议与本协议是不可分割的整体。

9.2 本协议经各方一致同意后可以变更。本协议的任何变更需经各方共同签署书面文件。

9.3 发生任何下列情况之一时，任何一方均有权解除本协议：

(1) 由于不可抗力事件，致使本协议无法履行；
(2) 各方协商一致同意，并采取书面方式解除；或
(3) 重组框架协议依其约定解除或终止的，本协议亦自动解除。

9.4 本协议被解除或终止后，本协议不再具有法律效力，但第八条（适用法律和争议解决）、第十一条（通知）、第十二条（保密）和第十三条（其他）将不因本协议的终止而失效。本协议被解除或终止，并不豁免各方根据本协议第六条的约定而应承担的违约责任。

第十条 通知

10.1 任何与本协议有关的由一方发送给其他方的通知或其他通讯往来（“**通知**”）应当采用书面形式(包括电子邮件)送达至被通知人。

10.2 除非有证据证明更早送达，应当按照以下方式确定通知的送达时间：

(1) 如为面呈，交付之时视为送达；
(2) 如为预付挂号邮件或挂号信，寄出后两(2)个工作日视为送达；
(3) 如为国际快递，寄出后五(5)个工作日视为送达；或
(4) 如为电子邮件，发件人邮箱系统显示发送成功即视为送达。

10.3 若任何一方的通讯信息发生变化（“**变动方**”），变动方应当在该变更发生后的五（5）日内通知其他方。在变动方的前述变动通知送达前，其他方按本协议约定的变动前的通知信息发送书面通知的，应视为有效送达。

第十一条 保密

11.1 各方应对本协议的条款与条件以及本协议下拟订的交易严格保密，除非对上述内容的披露是法律要求或政府部门所命令的。任何一方均应对以下保密信息严格保密：本协议的存在、内容与签署、其在交易文件有效期内获知的其他方的商业秘密、技术秘密以及彼此就准备或履行本协议而交换的

任何口头或书面信息（合称"**保密信息**"）。未经其他方事先书面同意，任何一方不得披露或公开保密信息。为履行本协议之目的，本协议一方可向其股东、董事、管理人员、员工、顾问、代理、基金股东的管理人、基金股东的有限合伙人及/或现有出资人及其代表、内部治理或决策机构成员在必要的范围内披露保密信息，但该方应当确保该等人士承担与协议项下约定相同或相当的保密义务。

11.2 任何一方在下列任一情形下披露保密信息不视为违反本协议：（i）该信息在披露时已为公众所知悉且该信息为公众所知悉并非由于该方违反本协议披露该信息；（ii）该信息系根据本协议其他方事先书面同意而披露；（iii）为评估或履行本协议之目的，一方向其股东、投资者、合伙人、董事、管理人员、员工、顾问、代理、其所聘用的会计师事务所和/或律师事务所披露，但该方应确保该等人士承担与协议项下约定相同或相当的保密义务；（iv）一方按照适用法律或对其有管辖权的证券交易所、监管机构、司法机关或其他政府机构的要求而披露，披露之前一方应在不违反相关规定的前提下先以书面形式将披露的保密信息的确切性质通知本协议其他方，在作出上述披露前的合理时间内，披露方应与本协议其他方就该披露进行协商，并就本协议其他方合理要求尽可能对该披露寻求保密处理。

第十二条　其他

12.1 一方未能或延迟行使本协议项下的任何权利、权力或补救措施不应视为弃权，一次行使或部分行使有关权利、权力或补救措施不应排除进一步行使上述权利、权力或补救措施或者行使任何其他权利、权力或补救措施。在不限制上述规定的情况下，一方放弃追究任何其他方对某项规定的违约不应被视为其以后也将放弃追究对该项规定或任何其他规定的违约。

12.2 本协议任何条款若被法院或任何对本协议有司法管辖权的机构视为无效或无法强制执行，不应影响本协议其他条款的有效性，本协议各方应当在合法的范围内协商确定新的条款，以保证最大限度地实现原有条款的意图。

12.3 如未取得本协议其他方的事先书面同意，本协议任何一方均无权将其在本协议项下的任何权利或义务予以转让。

12.4 为办理本次减资工商变更登记之目的，如各方另行签署了不同于本协议的文本，该文本未有规定或与本协议规定不一致的，以本协议的约定为准。

12.5 本协议可分别签署和交付（包括通过传真或电子邮件）一份或多份副本，并由本协议各方分别签署。每一副本一经签署即应被视为正本，具有同等法律效力。各方不可撤销且无保留地同意，本协议各方可以通过电子签名或签名章形式签署本协议；通过电子签名或签名章形式签署的，各方同意，不得仅基于本协议以电子签名或签名章形式签署而否认或不承认其法律效力、有效性及/或可执行性。

12.6 本协议中所包含之条款和段落标题及目录仅供参考，不应以任何方式对本协议的含义或解释产生任何影响。

12.7 在本协议中使用但并未另行定义的术语，其定义应依照重组框架协议下的定义。

（以下无正文，为签署页）

（本页无正文，为《关于深圳手回科技集团有限公司之减资协议》之签署页）

各方已于文首所示日期签署或通过其各自正式授权代表签署本协议，以昭信守。

深圳手回科技集团有限公司（公章）

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宁波大彩小虹企业管理合伙企业（有限合伙）（公章）

授权代表签字/盖章：_____

深圳小雨伞投资管理合伙企业（有限合伙）（公章）

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深圳正树直林投资合伙企业（有限合伙）（公章）

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签字：光耀

韩立炜

签字：韩立炜

刘丽

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北京红杉信德股权投资中心（有限合伙）（公章）

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西藏聚智创业投资有限公司（公章）

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杭州经天纬地投资合伙企业（有限合伙）（公章）

授权代表签字/盖章：_____

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珠海麒斐股权投资中心（有限合伙）（公章）

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嘉兴极地信天壹期投资合伙企业（有限合伙）（公章）

授权代表签字/盖章：_____

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天津聚新科技发展合伙企业（有限合伙）（公章）

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关于

深圳手回创想科技有限公司

之

增资协议

2023 年12月

关于深圳手回创想科技有限公司之增资协议

本《关于深圳手回创想科技有限公司之增资协议》（"**本协议**"）由以下各方于2023年12月11日在中国深圳市签署：

1. **深圳手回创想科技有限公司**，系一家根据中国法律设立的有限责任公司，统一社会信用代码为91440300MA5EWEWQ83，其注册地址为深圳市南山区粤海街道科技园区粤兴一道9号香港科技大学深圳产学研大楼313-6，法定代表人为刘丽（"**手回创想**"或"**公司**"）；

2. **深圳手回科技集团有限公司**，一家根据中国法律设立的有限责任公司，统一社会信用代码为91440300326462475E，其注册地址为深圳市福田区梅林街道孖岭社区凯丰路10号翠林大厦20层01室，法定代表人为光耀（"**手回科技**"）；和

3. **星闪科技有限公司**，系一家根据中国香港法律注册成立并合法存续的有限公司（"**投资人**"）。

以上各方合称为"**各方**"，分别称为"**一方**"。

鉴于：

1. 公司目前是一家根据中国法律设立的有限责任公司，经营范围包括：信息技术咨询服务（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）；以自有资金从事实业投资、项目投资、创业投资。（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）；

2. 各方同意投资人按照本协议约定的条款和条件向公司进行增资。

本协议各方根据平等互利原则，经过友好协商，达成协议如下：

第一条　　增资

1.1 截至本协议签署之日，公司注册资本为2,000,000元人民币，在工商登记的股权结构如下：

序号	股东名称	注册资本（人民币/元）	持股比例
1.	深圳手回科技集团有限公司	2,000,000	100%
	合计	**2,000,000**	**100%**

1.2 基于本协议确定的条款和条件，各方同意参考适格评估机构对公司的评估报告的评估价格作为定价依据，公司的注册资本将从2,000,000元人民币增加至2,020,202元人民币（"**本次增资**"），即新增注册资本20,202元人民币（"**新增注册资本**"），由投资人认购，增资价款为20,586元人民币（"**投资人增资**"）。

本次增资具体情况如下：

增资股东名称	新增注册资本（人民币/元）	增资价款（人民币/元）	出资方式
星闪科技有限公司	20,202	20,586	现金出资

1.3 公司应在本协议签署并生效后的三十（30）日内或各方另行书面确认的更长时间内，依据本协议第 1.4 条所示的股权结构完成将投资人变更成为公司工商登记的股东的手续。投资人应在公司将投资人变更登记成为公司工商登记的股东，且在主管外汇管理部门或其授权的商业银行办理完毕与本次增资相关的外汇业务登记手续并开立资本金账户（如需）后的【六十（60）个】工作日内向公司指定的银行账户一次性实缴全部投资人增资。

1.4 本次增资完成后，公司的注册资本为原注册资本 2,000,000 元人民币与新增注册资本 20,202 元人民币之和，即 2,020,202 元人民币，股权结构为：

序号	股东名称	注册资本（人民币/元）	持股比例
1.	深圳手回科技集团有限公司	2,000,000	99%
2.	星闪科技有限公司	20,202	1%
合计		**2,020,202**	**100%**

1.5 公司的其他股东明确和不可撤销地同意放弃其根据相关法律、公司章程和任何其他文件对本次增资的优先认购权以及其他的类似的优先性权利（如有）。

第二条　　陈述与保证

每一方各自向其他各方分别而非连带地作出下述陈述和保证：

2.1 该方是依据其成立地所适用法律法规合法设立、有效存续且状况良好的实体；

2.2 根据相关方成立地或所在地法律，该方拥有签署本协议所必需的所有权力、授权和批准，并拥有充分履行其在本协议项下的每一项义务所必需的所有权力、授权和批准；

2.3 该方签署本协议的代表已经获得充分授权以签署、交付本协议，且假设本协议也由其他各方正式授权、签署和交付，则本协议构成该方有效和具约束力的义务，可以根据其条款强制执行；及

2.4 该方签署和递交本协议，以及履行其各自在本协议项下的义务并不亦将不会：

(1)　违反该方的章程或任何其它组织性文件，或构成该等文件的违约；

(2) 导致对该方作为交易一方或对其具有约束力的任何合同的违反；或

(3) 导致违背或违反任何适用法律、法规或任何政府机关做出的对该方具有约束力的法令、令状、禁令、判决或裁定。

第三条 保密

3.1 各方应对本协议的条款与条件以及本协议下拟订的交易严格保密，除非对上述内容的披露是法律要求或政府部门所命令的。任何一方均应对以下保密信息严格保密：本协议的存在、内容与签署、其在交易文件有效期内获知的其他方的商业秘密、技术秘密以及彼此就准备或履行本协议而交换的任何口头或书面信息(合称"保密信息")。未经其他方事先书面同意，任何一方不得披露或公开保密信息。为履行本协议之目的，本协议一方可向其股东、董事、管理人员、员工、顾问、代理、基金股东的管理人、基金股东的有限合伙人及/或现有出资人及其代表、内部治理或决策机构成员在必要的范围内披露保密信息，但该方应当确保该等人士承担与协议项下约定相同或相当的保密义务。

3.2 任何一方在下列任一情形下披露保密信息不视为违反本协议：(i)该信息在披露时已为公众所知悉且该信息为公众所知悉并非由于该方违反本协议披露该信息；(ii)该信息系根据本协议其他方事先书面同意而披露；(iii)为评估或履行本协议之目的，一方向其股东、投资者、合伙人、董事、管理人员、员工、顾问、代理、其所聘用的会计师事务所和/或律师事务所披露，但该方应确保该等人士承担与协议项下约定相同或相当的保密义务；(iv)一方按照适用法律或对其有管辖权的证券交易所、监管机构、司法机关或其他政府机构的要求而披露，披露之前一方应在不违反相关规定的前提下先以书面形式将披露的保密信息的确切性质通知本协议其他方，在作出上述披露前的合理时间内，披露方应与本协议其他方就该披露进行协商，并就本协议其他方合理要求尽可能对该披露寻求保密处理。

3.3 本协议终止后，本条应继续有效。

第四条 违约责任

任何一方违反本协议的约定，均视为其违约。不影响守约方依据本协议及法律法规所享有的其他权利及救济，违约方应当承担因其违约而给守约方造成的全部损失，以及为实现本协议项下权利和/或救济而发生的合理费用(包括但不限于诉讼费、仲裁费、律师费、财产保全费、差旅费、执行费、评估费、拍卖费、公证费、送达费、公告费等)。

第五条 不可抗力

5.1 如发生诸如地震、台风、洪水、火灾、军事行动、出现罢工、暴动、战争、或其他协议一方所不能合理控制的不可预见之不可抗力事件("不可抗力事件")，阻碍该方履行本协议，该方应毫不延迟地立即通知其他协议方，并在

通知发出后 15 日内提供该等事件的详细资料和证明文件，解释不能或延迟履行其在本协议项下全部或部分义务的原因。各方应通过协商寻求找到并执行协议各方均能接受的解决方法。

5.2 如发生不可抗力事件，受不可抗力影响的一方无需对任何其他协议方因本协议项下的义务由于不可抗力事件而未能履行或延迟履行而遭受的任何损害、成本增加或损失负责，而该等未能履行或延迟履行本协议不应被视为违反本协议。声称发生不可抗力事件的协议一方应采取适当措施减少或消除不可抗力事件的影响，并尽可能在最短的时间内尝试恢复履行被不可抗力事件延误或阻碍履行的义务。

5.3 如不可抗力事件或不可抗力事件的影响阻碍一方或各方履行其在本协议项下的全部或部分义务为期 1 个月以上，则各方应友好协商解决方案，包括不限于终止本协议或修改本协议或免除本协议规定的部分义务或延迟本协议的履行。

第六条　　适用法律和争议解决

6.1 本协议的订立、效力、解释、履行和争议的解决应受中国法律的管辖，并依其解释。

6.2 凡因执行本协议引起的或与本协议有关的一切争议，任何一方有权将该等争议提交至深圳国际仲裁院，按照该委员会届时有效的仲裁规则进行仲裁。仲裁语言为中文，仲裁地点为深圳。仲裁裁决是终局的，对各方均具约束力。

6.3 除正在提交仲裁的部分外，本协议的其他部分应继续有效。本条款的有效性不受本协议是否变更、解除或终止的影响。

第七条　　费用和税款

本协议各方应各自承担其在拟定、谈判、签署和履行本协议列明的步骤所涉及的和所发生的一切费用以及依法应由其缴纳的任何税款和法定收费（如有），包括适用中国法律及中国境外相关地区和国家法律的规定而应支付的税款和法定收费（如有）。

第八条　　协议的生效、变更和解除

8.1 本协议经各方适当签署后自文首所列签署之日起成立生效。本协议中未尽事宜，由各方协商解决并另行签订补充协议，补充协议与本协议是不可分割的整体。

8.2 本协议经各方一致同意后可以变更。本协议的任何变更需经各方共同签署书面文件。

8.3 发生任何下列情况之一时，任何一方均有权解除本协议：

(1) 由于不可抗力事件，致使本协议无法履行；或

(2) 本协议各方协商一致，并采取书面形式解除。

8.4 本协议被解除或终止后，本协议不再具有法律效力，但第三条（保密）、第六条（适用法律和争议解决）、第九条（其他）将不因本协议的终止而失效。本协议被解除或终止，并不豁免各方根据本协议第四条的约定而应承担的违约责任。

第九条 其他

9.1 一方未能或延迟行使本协议项下的任何权利、权力或补救措施不应视为弃权，一次行使或部分行使有关权利、权力或补救措施不应排除进一步行使上述权利、权力或补救措施或者行使任何其他权利、权力或补救措施。在不限制上述规定的情况下，一方放弃追究任何其他方对某项规定的违约不应被视为其以后也将放弃追究对该项规定或任何其他规定的违约。

9.2 本协议任何条款若被法院或任何对本协议有司法管辖权的机构视为无效或无法强制执行，不应影响本协议其他条款的有效性，本协议各方应当在合法的范围内协商确定新的条款，以保证最大限度地实现原有条款的意图。

9.3 如未取得本协议其他方的事先书面同意，本协议任何一方均无权将其在本协议项下的任何权利或义务予以转让。

9.4 如各方为了就本次增资在主管登记机关办理相关的变更登记/备案手续而就本次增资提交不同于本协议的协议，该协议未有规定或与本协议规定不一致的，以本协议的约定为准。

9.5 本协议可分别签署和交付（包括通过传真或电子邮件）一份或多份副本，并由本协议各方分别签署。每一副本一经签署即应被视为正本，具有同等法律效力。各方不可撤销且无保留地同意，本协议各方可以通过电子签名或签名章形式签署本协议；通过电子签名或签名章形式签署的，各方同意，不得仅基于本协议以电子签名或签名章形式签署而否认或不承认其法律效力、有效性及/或可执行性。

9.6 本协议中所包含之条款和段落标题及目录仅供参考，不应以任何方式对本协议的含义或解释产生任何影响。

（以下无正文）

（本页无正文，为《关于深圳手回创想科技有限公司之增资协议》之签署页）

深圳手回创想科技有限公司（公章）

授权代表签字：_____

（本页无正文，为《关于深圳手回创想科技有限公司之增资协议》之签署页）

深圳手回科技集团有限公司（公章）

授权代表签字：_____

（本页无正文，为《关于深圳手回创想科技有限公司之增资协议》之签署页）

星闪科技有限公司（公章）

For and on behalf of
StarSpark Tech H.K. Limited
星闪科技有限公司

授权代表签字：

Authorized Signature(s)

日期：2024年 1 月 2 日

Shouhui Tech Limited

股份认购协议

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本协议由以下各方于2024年1月2日签订：

(1) **Shouhui Tech Limited**，一家在开曼群岛成立的公司，其注册地址为 89 Nexus Way.Camana Bay.Grand CaymanKY1-9009,Cayman Islands（"**手回开曼**"）；

(2) **光耀**，中国公民，居民身份证号为 142424198411192310；

(3) **韩立炜**，中国公民，居民身份证号为 61030219840801051X；

(4) **刘丽**，中国公民，居民身份证号为 430181198406030024（与光耀、韩立炜合称"**创始人**"）；

(5) **附件一第一部分所列示的公司**（统称为"**各创始人公司**"，单称为"**创始人公司**"）；及

(6) **附件一第二部分所列示的各方**（统称为"**各认购方**"或"**各投资人**"，单称为"**认购方**"或"**投资人**"）。

鉴于：

(A) 手回开曼作为集团（定义见下文）的控股公司于2023年8月3日在开曼群岛成立。于本协议签署日，手回开曼的法定股本为50,000美元，被分为4,994,679,820股普通股（定义见下文）、894,847股天使轮优先股（定义见下文）、1,432,333股A轮优先股（定义见下文）、1,572,430股B轮优先股（定义见下文）和1,420,570股C轮优先股（定义见下文）。

(B) 手回开曼希望根据本协议条款和条件向各认购方配发认购股份（定义见下文）。

各方特此达成协议如下：

1. 释义

1.01 在本协议中（包括附件和序言），除非文中另有规定，否则：

"协议"	指本协议；
"适用法律"	指无论任何司法管辖区的任何适用宪法、法律、法典、法令、法案、条例、规则、规定、法律条文、判令、命令、办法、通知、通告、判决、普通法、惯例法、条约和任何其他立法或法律；
"工作日"	指中国和香港境内银行营业办理一般银行业务的任何一天（但星期六以及在上午9时至下午5时之间任何时间，香港悬挂8号或以上热带气旋风球或者发出"黑色暴雨警报"的日子除外）；

"交割"	完成本协议项下认购股份的配发及认购、各认购方已被登记为手回开曼股东（于股东名册记载为"nil paid"）；
"交割日"	指满足各条件之后的三(3)个工作日内（或者手回开曼和各认购方在交割之前共同以书面形式约定的更晚日期）；
"公司法"	指开曼群岛《公司法》第22章（1961年第3号法例，经合并及修订）；
"公司条例"	指《公司条例》（《香港法例》第622章）（经不时修订）；
"各条件"	根据上下文要求，指第4.01条载述的前提条件，"条件"指其中所载述的任何一项前提条件；
"关联方"	就任何一方而言，指任何直接或间接控制该方、受该方控制或与该方受共同控制的任何人及中国上市规则有关规定中界定的"关联方"。在本协议下，"控制"和"受控制"分别指通过投票权、合同或其他方式而督导某人的管理政策的权力。"人"指任何个人、公司、合伙企业或其他企业或实体。对于自然人而言，其配偶、子女、兄弟、姐妹、父母、配偶的父母（合称"直系家属成员"）、以该自然人或其直系家庭成员作为受益人或全权信托对象的任何信托的受托人，或者由上述人员控制的任何人也应视为关联方。尽管有前述规定各方承认并同意，（1）（i）"红杉中国"的名称通常用于描述众多通过股权或经营关系而与红杉中国相关联的、从事与投资和证券交易相关的广泛业务活动的实体（合称"红杉中国实体"），(ii)无论本协议有任何其他相反的规定，本协议不应对任何（a）主要从事二级证券市场投资和交易的红杉中国实体，（b）作为自然人的任何红杉中国实体（或其普通合伙人或最终普通合伙人）的最终实益所有人，以及该人士的亲属（包括但不限于该人士的配偶、父母、子女、兄弟姐妹、配偶的父母、配偶的兄弟姐妹及其配偶），(c)任何一家红杉中国实体（或其普通合伙人或最终普通合伙人）的任何高级管理人员、董事或员工，以及该人士的亲属，或（d）为免生歧义，任何红杉中国实体的投资组合公司，以及任何红杉中国实体的关联投资基金或投资公司的投资组合公司，具有约束力或限制任何该等实体的业务活动；（2）（i）"经纬"的名称通常用于描述众多通过股权或经营关系而与经纬相关联的、从事与投资和证券交易相关的广泛业务活动的实体（合称"经纬

	实体”）、（ii）无论本协议有任何其他相反的规定，本协议不应对任何（a）经纬中国业务集团以外的经纬实体，或（b）主要从事二级证券市场投资和交易的实体，具有约束力或限制任何该等实体的业务活动。“经纬中国业务集团”指所有主要专注于投资位于中华人民共和国或与中华人民共和国相关的公司的经纬实体（无论现已存续还是于未来成立）；（3）（i）“天士力”的名称通常用于描述众多通过股权或经营关系而与天士力[及聚智]相关联的、从事与投资和证券交易相关的广泛业务活动的实体（合称“天士力实体”），（ii）无论本协议有任何其他相反的规定，本协议不应对任何（a）天士力中国业务集团以外的天士力实体，或（b）主要从事二级证券市场投资和交易的实体，具有约束力或限制任何该等实体的业务活动。“天士力中国业务集团”指所有主要专注于投资位于中华人民共和国或与中华人民共和国相关的公司的天士力实体（无论现已存续还是于未来成立）；（4）（i）“歌斐”的名称通常用于描述众多通过股权或经营关系而与歌斐诺辰相关联的、从事与投资和证券交易相关的广泛业务活动的实体（合称“歌斐实体”），（ii）无论本协议有任何其他相反的规定；本协议不应对任何（a）歌斐中国业务集团以外的歌斐实体，或（b）主要从事二级证券市场投资和交易的实体，具有约束力或限制任何该等实体的业务活动。“歌斐中国业务集团”指所有主要专注于投资位于中华人民共和国或与中华人民共和国相关的公司的歌斐实体（无论现已存续还是于未来成立）。
“合并联属实体”	指手回开曼通过合约安排控制的实体；
“权利负担”	指任何抵押、担保权利、质押、留置、请求权、选择权、优先购买权、优先认购权、通过担保或信托安排的转让、其它类型的担保权益，或者设定前述任何一项的任何协议；
“创始人方”	指创始人及各创始人公司的合称；
“集团”	指手回开曼、其附属公司及合并联属实体，详情见附件二。**“集团公司”**指手回开曼或其任一（现有或将有、直接或间接持有的）附属公司及合并联属实体（包括但不限于各集团公司）；；
“香港”	指中国香港特别行政区；
“上市”	指手回开曼的股票在经届时手回开曼股东会书面批准的证券交易所或报价系统首次公开发行（为免疑义，投资方股东所持优股权应得以流动），

	证券交易所包括但不限于美国纽交所、纳斯达克交易所、香港联交所主板或创业板、上海证券交易所、深圳证券交易所等（但不包括手回开曼的股票在全国中小企业股份转让协同申请挂牌并公开转让的情形）；
“上市规则”	指交易所证券上市规则；
“新组织章程大纲及细则”	指，格式如附件四所示的，于本次认购后的手回开曼组织章程大纲及细则；
“境外交易文件”	指本协议、股东协议及新组织章程大纲及细则；
“普通股”	指手回开曼资本中每股面值0.00001美元的普通股；
“中国”	指中华人民共和国，除上下文要求外，在本协议中作为地理名词提到的中国不含香港、中国澳门特别行政区及台湾；
“优先股”	指天使轮优先股、A轮优先股、B轮优先股及C轮优先股；
“重组框架协议”	指由深圳手回科技集团有限公司、光耀、韩立炜、刘丽、宁波大彩小虹企业管理合伙企业(有限合伙)、深圳小雨伞投资管理合伙企业(有限合伙)、深圳正树直林投资合伙企业(有限合伙)以及各认购方（或其关联方）及其他集团实体于2023年11月10日签署的《关于深圳手回科技集团有限公司之重组框架协议》；
“人民币”	指中国法定货币人民币；
“天使轮优先股”	指手回开曼资本中每股面值0.00001美元的天使轮优先股；
“A轮优先股”	指手回开曼资本中每股面值0.00001美元的A轮优先股；
“B轮优先股”	指手回开曼资本中每股面值0.00001美元的B轮优先股；
“C轮优先股”	指手回开曼资本中每股面值0.00001美元的C轮优先股；
“股东”	指股份的持有人；
“股东协议”	指本协议所有各方及其他签署方在本协议交割日前后签署的，格式如附件三所示的，与手回开曼有关的股东协议；

"股份"	指手回开曼资本中的普通股及优先股；
"交易所"	指香港联合交易所有限公司；
"认购价"	指，就各认购方来说，第3.01条所示由该认购方向手回开曼支付的认购价；
"认购股份"	指根据本协议将发行的合共5,320,180股新优先股，就各认购方来说，指本协议第3.01条和附件一赋予其的含义；
"附属公司"	具有上市规则赋予其的含义；及
"美元"	指美国法定货币美元。

1.02 在本协议中，如上下文允许：

(a) 凡提及（无论明示的还是暗示的）法律或法律规定时应被解释为提及的是分别经修订或重新制定的这些法律或法律规定，或者其适用情况不时被其他规定所修改的这些法律或法律规定（无论是在本协议签署日之前还是之后），并且应包括作为其前身的法律或法律规定（无论是否经过修订），以及有关法律或法律规定项下的任何命令、条例、法律条文或其他次级立法。凡提及合并类立法条款时（在上下文必要或适宜时）应被解释为包括作为合并类立法基础的先前立法的条款；

(b) 凡提及条款、附件、序言和附录时指提及的是本协议的条款、本协议的附件、序言和附录。除非另有规定，凡提及段落时指提及的是有关附件的段落，而且提及本协议时包括附件和附录，该等附件和附录被视为构成本协议一部分；

(c) 凡提及本协议时应被解释为提及的是经不时修订或补充的本协议；

(d) 表述"手回开曼"和"各认购方"时包括其继承人；

(e) 凡提及"人士"时应包括法人团体、非法人团体和合伙企业（无论是否具有独立的法人资格）；

(f) 凡提及书面形式时应包括以易读且非暂时形式呈示或复制文字的任何方法；

(g) 表示阳性的词语应包括其阴性和中性含义，以单数形式出现的词语应包括其复数形式，反之亦然。

1.03 标题和副标题仅供方便参阅而设，不应影响本协议的解释。

1.04 在解释本协议时：

(a) 被认为是同类规则的规则不适用，因此，由"其他"一词引导的一般词语不应因其前面有表示特定行为、事宜或事物类别的词语就被赋予限制性含义；和

(b) 一般词语不应因其后随有旨在由该一般词语所包含的特定示例就被赋予限制性含义。

2. 认购

2.01 手回开曼应根据手回开曼组织章程大纲及细则和本协议载述的条款和条件分别而不是共同地向各认购方（各认购方认购的认购股份数量见第3.01条所示）配发认购股份。

2.02 根据第2.01条配发给各认购方的认购股份在配发时应为未缴股款的股份，但自交割日起，各认购方基于其认购的手回开曼的股份(无论该等股份的股东名册记载为“fully paid”或“nil paid”均应完整地享有境外交易文件项下的股东权利；在不与适用法律冲突的前提下，该等股东权利不因股本未缴付而受到额外限制，除本协议另有约定外，手回开曼及创始人股东不可因投资人股东取得的手回开曼股份被标记为“nil paid”而依据任何文件或适用法律的规定单方取消该等股份。待各认购方根据本协议足额缴付认购价时，该等未缴股款的股份将入账列作已足额缴付股款并且不设任何权利负担，而且在权益完整性方面与届时已发行的股份享有同等权利。

3. 认购价

3.01 认购股份的总认购价由以下各认购方根据下文条款以现金形式，并按各认购方于换汇时的实时汇率换汇为美元支付认购价（具体而言，按照支付认购价之日的人民币中间价汇率换算）：

股东名称/姓名	认购股份数量	认购价
嘉兴极地信天壹期投资合伙企业（有限合伙）	568,917股天使轮优先股及114,613股A轮优先股	3,283,812.16元人民币对应的美元
天津聚新科技发展合伙企业（有限合伙）	325,930股天使轮优先股	36,000,000元人民币对应的美元
北京雨澄管理咨询中心（有限合伙）	1,317,720股A轮优先股	15,182,235元人民币对应的美元
上海纬镛企业管理合伙企业（有限合伙）	563,200股B轮优先股	11,161,006.19元人民币对应的美元
西藏聚智创业投资有限公司	1,009,230股B轮优先股	20,000,000元人民币对应的美元
天津歌斐诺辰企业管理合伙企业（有限合伙）	1,420,570股C轮优先股	150,000,000元人民币对应的美元

3.02 手回开曼可要求各认购方就任何已发行的认购股份缴付届时尚未缴付的认购价，应以下述付款先决条件均已满足为前提：

(a) 各认购方已就本次认购完成了中国企业境外投资相关的审批、备案以及登记手续，各认购方已取得有权商务委核发的《企业境外投资证书》、有权发改委核发的《项目备案通知书》、外管局或其授权银行的境外直接投资外汇登记；

(b) 交割已经发生，该认购方已被登记为手回开曼股东；

(c) 该认购方（或其关联方）已按照重组框架协议的约定收到了深圳手回科技集团有限公司支付的减资对价，且减资的工商变更登记已经完成；

(d) 手回开曼已向认购方签署并交付了一份付款先决条件满足确认函，确认本第3.02条项下各条件已经满足，并载明各认购方应当支付的金额及手回开曼银行账户信息。

任何已发行的认购股份的尚未缴付的认购价必须在认购方（或其关联方）收到减资对价后的十（10）个工作日内支付且最迟不晚于手回开曼向交易所递交上市申请之日（或，经手回开曼同意，更后日期）（为避免疑义，如届时由于外汇管理部门或银行等非因认购方的原因造成的迟延，则前述支付期限应相应延长）。

4. 条件

4.01 交割以满足下述条件为条件：

(a) 每一方在本协议第6条项下之保证在作出之时为真实、准确、完整且不具有误导性，且，除该等就具有特定日期属性的事项做出的保证外（则该等保证应在该特定日期仍为真实、准确、完整且不具有误导性），在交割日仍为真实、准确、完整且不具有误导性，如同该等保证系在交割日当日作出；

(b) 手回开曼的董事会及股东会已通过决议，相应批准(i)配发认购股份；(ii)签署本协议和股东协议、批准新组织章程大纲及细则；以及(iii)处理与完成本协议有关的各种事宜；并且股东协议的各签署方已适当签署股东协议；

(c) 各认购方已就本次认购取得了有权商务委核发的《企业境外投资证书》、有权发改委核发的《项目备案通知书》；

(d) 截至交割日，每一方在本协议下均没有发生重大违约行为；

(e) 截至交割日，手回集团（作为一个整体）的业务和财务状况无发生重大不利变化；及

(f) 手回开曼向认购方交付一份先决条件满足确认函。

4.02 各方应尽其各自最大努力确保第4.01条项下各条件在第4.03条所提及的日期之前得到满足。

4.03 除非另有规定，如果第4.01条中载述的条件未在重组框架协议签署后十二(12)个月内完成，且相关方未能在逾期后三十(30)日内达成一致意见的，本协议以及本协议中包含的每一事项（第6、7、8、9、10、11和12条除外）应无效并且不再具有效力，但受限于任何一方因之前违反本协议条款需向其他方承担的责任。

5. 交割

5.01 交割应在履行本协议约定的所有条件后的三(3)个工作日内或者手回开曼和各认购方以书面形式约定的更晚日期，在各方处理第5.02条所述事宜时约定的地点进行。除非发生第5.04条中的违约事件，各认购方的认购将同时交割。

5.02 在交割时，

(a) 手回开曼应根据附件一向各认购方配发认购股份并向各认购方交付或促使交付下述文件：

(i) 经正式签署的，分别以各有关认购方名义出具的，关于认购股份的股份证书原件；

(ii) 一份经核证的，批准了第4.01(b)条所述事宜的手回开曼董事会决议及股东会决议；及

(iii) 一份经核证的手回开曼股东名册，该股东名册中需表明各认购方是有关认购股份的登记持有人，有关认购股份被标记为"nil paid"。

5.03 在手回开曼收到相关认购方以现金形式通过向手回开曼账户电子转账的方式支付根据附件一所列的相应认购价的三(3)个工作日内或者手回开曼和各认购方以书面形式约定的更晚日期（但不能晚于手回开曼递交上市申请之日），手回开曼应处理下述事宜：

(a) 手回开曼应将相关未缴股款的认购股份入账列作已足额缴付股款的股份并向相关认购方交付或促使交付下述文件：

(i) 经正式签署的，分别以各有关认购方名义出具的，关于认购股份的新股份证书原件；和

(ii) 一份经核证的手回开曼股东名册，该股东名册中需表明相关认购股份已入账列作已足额缴付股款的股份有关认购股份被标记为"fully paid"。

5.04 倘任何认购方未能根据本协议在第3.02款约定的期限内缴付认购价（为免疑义，各认购方支付认购价应以第3.02条所列先决条件的达成为前提，且不包括因银行管理或外汇管理政策原因导致的延迟支付），则手回开曼有权：

(a) 以书面形式通知该违约方，要求该违约方立即全额支付其应支付的认购价；

(b) 如该违约方延迟支付超过三十(30)个工作日，单方面通知该违约方终止该违约方在本协议项下的权利与义务，手回开曼有权终止该违约方于股东协议以及手回开曼组织章程大纲及细则项下的权利义务，并要求违约方承担违约责任。但该等终止不应影响本协议、股东协议以及手回开曼组织章程大纲及细则在其他各守约方之间的约束力，届时各守约方可采取包括但不限于另行签署补充协议的方式以最大程度实现本协议、股东协议以及手回开曼组织章程大纲及细则的原则和目的，最大程度保障各方在本协议、股东协议以及手回开曼组织章程大纲及细则下的权利和商业意图。

为免疑义，如违约方仅支付其应支付的部分款项的，则就其已支付部分，应视为违约方已经完成交易文件项下的出资义务，违约方应就已支付部分享有手回开曼的股东权利；就违约方未支付部分，手回开曼有权依据本条行使权利。

5.05 如果手回开曼在第5.02条项下的义务在交割日未被履行，各认购方可：

(a) 推迟交割（以便第5条规定适用以此推迟的交割）；或者

(b) 尽快推进交割（不限制其在本协议项下的权利）；或者

(c) 将本协议视为因违反条件而终止，不影响其就之可能享有的任何权利。

6. 保证

6.01 每一方向每一其他方声明、保证并承诺（仅就其自身），在(i)本协议签署日；和(ii)交割日，以下每一项声明就所存在的情况而言均是真实、准确且不具有误导性的：

(a) 其（在其不是自然人时）系根据其成立地或设立地（视情况而定）法律正式成立或设立（视情况而定）并有效存续，而且自其成立或设立以来，其持续存续；

(b) 其拥有签署、交付本协议和/或其系之一方的股东协议以及为落实本协议需要签署的每一份文件，以及行使其在该等协议和文件项下权利和履行其在该等协议和文件项下义务的权利、权力和权限（法人（如相关）及其他的），并且已为签署、交付上述协议和文件以及行使上述权利和履行上述义务采取了所有必要行动；

(c) 其拥有开展在做出本保证之日所开展的业务的权利、权力和权限；

(d) 达成及履行其在本协议或其系之一方的股东协议项下的义务不会与其章程性文件（如有）相冲突或者不构成违反或触犯其章程性文件（如有）；

(e) 其在本协议和/或其系之一方的股东协议以及为落实本协议和/或其系之一方的股东协议需签署的每份文件项下的义务是（或者在签署有关文件时将是）有效的、合法的并且具有约束力的，而且可根据其条款强制执行；

(f) 除中国企业境外投资相关审批、备案以及登记手续（如适用），其已（或，将）从政府机关获得了对执行及完成本协议和/或其系之一方的股东协议项下拟议交易所需的所有同意、批准和授权，而且根据所有适用法律，就执行及完成本协议和/或其系之一方的股东协议项下拟议交易无需从任何政府机关获得其他同意、批准或其他授权。其签署本协议即证明其已经获得为执行本协议项下拟议交易根据股东协议需要获得的任何同意或弃权；

(g) 在对一方适用的情况下，没有为了或者针对该方的破产、停业、清算或者重组事宜，包括但不限于以下情况：

(1) 该方的股东、董事或者其他管理机构通过了决议；
(2) 向任何法院或司法或行政机构提出了申请；
(3) 任何具有司法管辖权的法院或行政机构做出了命令；和
(4) 该方的债权人已经召开或者预期会召开会议；

(h) 其没有发生适用法律就对该方具有约束力的无力偿债或破产所规定含义的无力偿债或破产情况并且没有无法偿还其到期债务；和

(i) 在签署本协议时，其是以其自身名义行事，不是以任何信托的受托人或者任何人士的代理人行事。

6.02 手回开曼和创始人方分别并连带地向各认购方声明、保证并承诺，在(i)本协议签署日；和(ii)交割日，以下每一项声明就所存在的情况而言均是真实、准确且不具有误导性的：

(a) 每一集团公司系根据其成立地或设立地（视情况而定）法律正式成立或设立（视情况而定）并有效存续，而且自其成立或设立以来，其持续存续；

(b) 每一集团公司的已发行股份均已缴付认购款和不带任何权利负担；自签署日起至交割日紧邻交割之前，手回开曼的已发行股份应如下表所示，并且手回开曼的股份不受限于任何将导致新发行股份的期权、认股权证或类似的权利：

股东	股数
光耀BVI-2	2,997,760股普通股
韩立炜BVI-2	826,140股普通股
刘丽BVI-2	124,340股普通股
Vitality Innovations Limited	329,920股普通股
Xiaoyusan Limited	401,660股普通股

其中，光耀BVI-2由光耀BVI-1持有其100%的股权，且光耀BVI-1由光耀持有其100%的股权；韩立炜BVI-2由韩立炜BVI-1持有其100%的股权，且韩立炜BVI-1由韩立炜持有其100%的股权；刘丽BVI-2由刘丽BVI-1持有其100%的股权，且刘丽BVI-1由光刘丽有其100%的股权。

于交割日并完成交割后，手回开曼的已发行股份应如下表所示：

股东	**股数**
光耀BVI	2,997,760股普通股
韩立炜BVI	826,140股普通股
刘丽BVI	124,340股普通股
Vitality Innovations Limited	329,920股普通股
Xiaoyusan Limited	401,660股普通股
嘉兴极地信天壹期投资合伙企业（有限合伙）	568,917股天使轮优先股及 114,613股A轮优先股
天津聚新科技发展合伙企业（有限合伙）	325,930股天使轮优先股
北京雨澄管理咨询中心（有限合伙）	1,317,720股A轮优先股
上海纬铺企业管理合伙企业（有限合伙）	563,200股B轮优先股
西藏聚智创业投资有限公司	1,009,230股B轮优先股
天津歌斐诺辰企业管理合伙企业（有限合伙）	1,420,570股C轮优先股

(c) 仅在交割日，手回开曼在本协议下发行的认购股份均按相关法律法规予以配发和发行和不带任何权利负担；

(d) 每一集团公司现在并一直在所有重大方面遵守所有适用法律法规，特别是其不存在任何外汇违规情况，包括所有直接或间接持有手回开曼股份的中国境内居民个人或机构已完成所需的外汇登记手续。

(e) 手回开曼和创始人方在本协议签署之前和之后向认购方提供的与本次认购相关所有文件、资料和信息均真实、准确、无遗漏、无误导。

6.03 每一方确认，每一其他方是因信赖本协议项下向之所作保证而签署的本协议。

6.04 本协议项下做出的每一份保证将予以独立解释而且（除非本协议另有规定）不受本协议条款或者任何其他保证（视情况而定）的限制。

6.05 如果一方知悉构成或将构成违反（无论在性质上是否是毁灭性违约）本协议第6.01条、第6.02条或者任何重大条款的事情、事实或情况，该方必须及时通知每一其他方。

7. 其他

7.01 各方同意，如果本协议或股东协议的任何规定不被交易所和/或证监会所接受，其将善意地与上市保荐人和手回开曼合作制定可被交易所和/或证监会接受的替代安排（可能涉及各方修订、豁免和/或放弃本协议或股东协议项下的某些权利），而且每一方应尽所有合理努力就上述程序与其他方合作，以尽可能保护每一方在本协议和股东协议项下的权利和权益。

8. 成本

每一方应自行支付其特此同意支付的，因本协议和配发以及认购产生的或与之有关的成本。

9. 公告

本协议每一方承诺，在交割前，其不会做出与本协议有关的任何公告，除非适用法律、上市规则、交易所或与上市有关的任何其他机构要求，或者除非本协议其他方已同意做出该等公告（不得不合理地拒绝授予或延迟授予该等同意）。

10. 保密

10.01 受限于第9条和第10.02条，每一方应对因签署或履行本协议而收到或获得的，与下述各项有关的所有信息严格保密：

(a) 本协议规定；

(b) 与本协议有关的谈判；

(c) 本协议的标的；或者

(d) 其他方。

10.02 如果其他方已就披露授予了事先书面批准（不得不合理地拒绝或延迟授予该等批准），那么一方可披露保密信息。但是，如果任何适用法律或法规或者交易所或者任何其他机构要求进行披露，或者披露是根据上市规则和/或交易所和/或证监会的任何要求进行的，则无需获得该等批准或同意。此外，为履行本协议之目的，本协议一方可向其股东、董事、管理人员、顾问、代理、基金股东的管理人、基金股东的有限合伙人及/或现有出资人及其代表、内部治理或决策机构成员在必要的范围内披露保密信息，但该方应当确保该等人士承担与协议项下约定相同或相当的保密义务。

10.03 本第10条中包含的限制应在交割后或者本协议终止后继续适用，不受时间限制。

11. 与本协议有关的规定

11.01 本协议应对各方的继承人或其指定承继本协议项下权利和义务的第三方具有约束力并且以之为受益人。

11.02 本协议（连同作为附件随附本协议的或者本协议中提及的任何文件）构成本协议各方就本协议标的达成的完整协议，而且除非以书面形式做出，否则对本协议做出的任何变更均属无效。

11.03 尽管已经进行了交割，但本协议的规定只要在交割时尚未被履行就仍具有完全的效力。本协议未尽事宜以重组框架协议为准；如重组框架协议被终止的，则本协议应立即自动终止。

11.04 每一方应为使本协议条款生效而开展并签署或者促使开展并签署所有必要的其他行动、契约、事宜和文件。

11.05 在可能的情况下，本协议的每一项规定应按照根据所有适用法律是有效、合法且可强制执行的方式解释。但是，如果本协议任何规定根据任何司法管辖区的适用法律是无效的、非法的或者不可强制执行的，该等规定应被视为针对该司法管辖区进行了修订，从而符合该适用法律的最低要求，或者如因任何原因其没有被视为进行了该等修订，其应仅在该等无效、非法或可强制执行性受限的范围内是无效的、非法的或者不可强制执行的，不影响本协议的其他规定，或者该等规定在任何其他司法管辖区的有效性、合法性或可强制执行性。

11.06 根据本协议发出或做出的每一份通知、要求或其他通信应采用书面形式，并且应交付或发送至有关方，有关方的地址见附件一（或者收件人通过提前五(5)天书面通知向其他方指定的其他地址）。

以上述方式发给有关方的任何通知、要求或其他通信应在下述时间视为已送达，(i) 如通过信函方式发出或做出，于实际交付到有关地址时，和(ii) 如通过电邮方式发送或做出，于发送时。

11.07 尽管本协议中包含任何规定，如果手回开曼或各认购方（因其中一方违约之外的任何原因以及除本协议规定之外）未根据本协议条款完成认购股份认购，守约方可采取法律程序对本协议执行特定履行或解除本协议。本第11.07条不应阻止或者不应视为阻止该方采取可执行其在本协议或其他规定项下权利的措施或救济。本第11.07条不应阻止该方获得除违约金外代表因其他方违约而需支付的利息或损失的损害赔偿金。该方不应行使该等权利，除非其已经以书面形式向其他方发出通知，要求其他方在收到该等通知后十四(14)天内予以补救，而且其他方未能履行该等通知。

11.08 拥有任何权利、利益及／或权益之任何一方，能随时向本协议所有其他方发出书面通知，单方面豁免、减少、解除或退让任何其于本协议项下之权利、利益及权益，或向本协议任何其他方授出延限或任何其他形式的优待，届时本协议余下条款的合法性、有效性及可执行性，以及其他方未获豁免于其项下的任何其他责任和义务，均不受影响或损害。本协议项下任何权利、利益及／或权益之豁免或优待，不构成各方之间的新协议。

11.09 本协议可签署一份或多份文本，每一份对签署方或签署方代表均具有约束力，但所有各份应共同构成一份文件。为避免疑义，在由明确是本协议当事方的所有人士或其代表签署前，本协议不对本协议任何一方具有约束力。

11.10 对于本协议提及的任何日期或期间，以及本协议各方通过协议或其他方式约定的替代该等日期或期间的任何日期或期间而言，时间是非常重要的。

12. 法律和司法管辖区

12.01 本协议应在所有方面受香港法律管辖并据以进行解释。

12.02 本协议（包括但不限于：（1）任何有关合约性、合约前或非合约性权利、义务或责任的问题；和（2）任何有关本协议的存在、效力或终止或违约的问题）以任何方式引起任何争议、纠纷或索赔（"**争议**"）或与其相关的事宜应提交至香港国际仲裁中心（"**HKIAC**"），由HKIAC根据仲裁通知提交之时生效的HKIAC仲裁规则（"**规则**"）实施的具约束力仲裁予以最终解决，所述仲裁通知应根据规则提交，并应将所述规则视为通过引述方式纳入本协议第12条，并可通过本协议第12条其他规定加以修订。仲裁庭的任何裁决或命令应该在当事人之间是最终并且有约束力的。本第12条的任何条款不得被解释为阻碍任何当事人在任何有权司法管辖区的任何法院寻求临时措施。

12.03 仲裁庭（"**仲裁庭**"）应由三名按照规则任命的仲裁员组成。

12.04 仲裁地应为香港。仲裁程序所用语言应为中文。仲裁庭的任何裁决应以书面形式作出，应是终局的且自作出之日起对各方有约束力。各方承诺毫不拖延地执行任何裁决。

12.05 除规则或香港法律有所规定外，通过本协议第12条处理的争议所引起的所有费用将由HKIAC仲裁为败方的一方负责。

13. 确认

各认购方确认，在准备本协议和与之有关的任何其他文件时，各认购方和在签署本协议和与之有关的任何其他文件前已采取其认为适宜的，所有必要的独立法律意见。

（以下无正文）

附件一

第一部分
各创始人公司的详情

各创始人公司	公司编号	成立地点
Little Green Light Ltd ("光耀BVI-1")	2033628	维尔京
MallocLuke Ltd ("韩立炜BVI-1")	2033634	维尔京
Plmm Ltd ("刘丽BVI-1")	2033638	维尔京
Little Blue Light Ltd ("光耀BVI-2")	2128780	维尔京
Convolution Ltd ("韩立炜BVI-2")	2129201	维尔京
Plmmliu Ltd ("刘丽BVI-2")	2129377	维尔京

第二部分
各认购方的详情

(i) 嘉兴极地信天意期投资合伙企业（有限合伙）

1. 注册地址 : 浙江省嘉兴市南湖区南江路1856号基金小镇3号楼112室-23
2. 本协议签署日持股数量 : 无

(ii) 天津聚新科技发展合伙企业（有限合伙）

1. 注册地址 : 天津自贸试验区（东疆保税港区）澳洲路6262号查验库办公区202室（天津东疆商务秘书服务有限公司自贸区分公司托管第3892号）
2. 本协议签署日持股数量 : 无

(iii) 北京雨澄管理咨询中心（有限合伙）

1. 注册地址 : 北京市朝阳区三间房双桥路3号四层04013
2. 本协议签署日持股数量 : 无

(iv) 上海纬锍企业管理合伙企业（有限合伙）

1. 注册地址 : 中国（上海）自由贸易试验区创新西路778号
2. 本协议签署日持股数量 : 无

(v) 西藏聚智创业投资有限公司

1. 注册地址 : 拉萨市经济技术开发区林琼岗路16号孵化园1号厂房三层2号3203
2. 本协议签署日持股数量 : 无

(vi) 天津歌斐诺辰企业管理合伙企业（有限合伙）

1. 注册地址 : 天津滨海高新区塘沽海洋科技园宁海路872号文峰大厦1210室（天津锦信商务秘书有限公司托管第0661号）
2. 本协议签署日持股数量 : 无

附件二

附属公司及合并联属实体的详情

编号	附属公司名称	成立地点	公司编号/ 统一社会信用代码
1.	Shouhui Holding Limited	英属维尔京群岛	2129711
2.	Shouhui Tech H.K. Limited 手回科技集团有限公司	中国香港特别行政区	3310660
3.	天津手回投资有限公司	中国	91120116MA829J9R2J
4.	深圳手回创想科技有限公司	中国	91440300MA5EWEWQ83
5.	深圳蟹黄保科技有限公司	中国	91440300MA5G05HE7J
	深圳派氪司科技有限公司	中国	91440300MA5G377L26
6.	深圳手回咨询有限公司	中国	91440300MA5EKQT11W
	深圳手回科技集团有限公司	中国	91440300326462475E
	小雨伞保险经纪有限公司	中国	9112011608300716X9
	手回健康科技（成都）有限公司	中国	91510100MA64QNM9X4
	创信保险销售有限公司	中国	91330103319214815
	韶关市百泓保险公估有限公司	中国	91440200560836551A

附件三

股东协议格式

日期：**2024**年____月_____日

Shouhui Tech Limited

股东协议

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附件一：

第一部分 - 各创始人公司的详情

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第四部分 - 各主要附属公司/合并联属实体的详情

附件二：守约书

本协议由以下各方于 2024 年__月__日签订：

(1) **Shouhui Tech Limited**，一家在开曼群岛成立的公司，其注册89 Nexus Way.Camana Bay.Grand CaymanKY1-9009,Cayman Islands（"**手回开曼**"）；

(2) **光耀**，中国公民，居民身份证号为142424198411192310；

(3) **韩立炜**，中国公民，居民身份证号为610302198408010 51X；

(4) **刘丽**，中国公民，居民身份证号为430181198406030024（与光耀、韩立炜合称"**创始人**"）；

(5) **附件一第一部分所列示的公司**（统称为"**各创始人公司**"，单称为"**创始人公司**"）；

(6) **附件一第二部分所列示的公司**（统称为"**各投资方**"，单称为"**投资方**"）；

(7) **附件一第三部分所列示的各方**（统称为"**各员工持股平台**"，单称为"**员工持股平台**"）；和

(8) **附件一第四部分所列示的各方**（统称为"**各主要附属公司**"，单称为"**主要附属公司**"）。

在本协议中，上述(2)至(4)统称为"创始人"，上述(2)至(7)统称为"**手回股东**"，上述(1)至(8)统称为"**各方**"。

鉴于：

(A) 于2024年1月2日，手回开曼和各投资方签署订立有关认购手回开曼5,320,180股优先股的股份认购协议（"**股份认购协议**"）。

(B) 自交割日（定义见股份认购协议）起，手回开曼股东将共同合法并实益地拥有手回开曼100%已发行的股本：

股东	持股比例	股数
光耀 BVI	29.9776%	2,997,760 股普通股
韩立炜 BVI	8.2614%	826,140 股普通股
刘丽 BVI	1.2434%	124,340 股普通股
Vitality Innovations Limited	3.2992%	329,920 股普通股
Xiaoyusan Limited	4.0166%	401,660 股普通股
嘉兴极地信天壹期投资合伙企业（有限合伙）	6.8353%	568,917 股天使轮优先股及 114,613 股 A 轮优先股
天津聚新科技发展合伙企业（有限合伙）	3.2593%	325,930 股天使轮优先股
北京雨澄管理咨询中心（有限合伙）	13.1772%	1,317,720 股 A 轮优先股

上海纬镛企业管理合伙企业（有限合伙）	5.6320%	563,200 股 B 轮优先股
西藏聚智创业投资有限公司	10.0923%	1,009,230 股 B 轮优先股
天津歌斐诺辰企业管理合伙企业（有限合伙）	14.2057%	1,420,570 股 C 轮优先股
合计	**100%**	**10,000,000**

(C) 各方希望签署本协议充分阐明各方有关手回开曼的权利和义务。

(D) 手回开曼将为集团的唯一上市实体。

各方特此达成协议如下：

1. 释义

1.01 在本协议中（包括附件和序言），除非文中另有规定，否则：

"协议"	指本协议；
"适用法律"	指无论任何司法管辖区的任何适用宪法、法律、法典、法令、法案、条例、规则、规定、法律条文、判令、命令、办法、通知、通告、判决、普通法、惯例法、条约和任何其他立法或法律；
"董事会"	指手回开曼董事会；
"维尔京"	指英属维尔京群岛；
"工作日"	指中国或香港境内银行营业办理一般银行业务的任何一天（但星期六以及在上午 9 时至下午 5 时之间任何时间，香港悬挂 8 号或以上热带气旋风球或者发出"黑色暴雨警报"的日子除外）；
"公司法"	指开曼群岛《公司法》第 22 章（1961 年第 3 号法例，经合并及修订）；
"公司条例"	指《公司条例》（《香港法例》第 622 章）（经不时修订）；
"关联方"	就任何一方而言，指任何直接或间接控制该方、受该方控制或与该方受共同控制的任何人及中国上市规则有关规定中界定的"关联方"。在本协议下，"控制"和"受控制"分别指通过投票权、合同或其他方式而督导某人的管理政策的权力。"人"指任何个人、公司、 合伙企业或其他企业或实体。对于自然人而言，其配偶、子女、兄弟、姐妹、父母、配偶的父母（合称"直系家属成员"）、以该自然人或其直系

家庭成员作为受益人或全权信托对象的任何信托的受托人，或者由上述人员控制的任何人也应视为关联方。尽管有前述规定各方承认并同意，（1）（i）“红杉中国”的名称通常用于描述众多通过股权或经营关系而与红杉中国相关联的、从事与投资和证券交易相关的广泛业务活动的实体（合称“红杉中国实体”），(ii）无论本协议有任何其他相反的规定，本协议不应对任何（a）主要从事二级证券市场投资和交易的红杉中国实体，（b）作为自然人的任何红杉中国实体（或其普通合伙人或最终普通合伙人）的最终实益所有人，以及该人士的亲属（包括但不限于该人士的配偶、父母、子女、兄弟姐妹、配偶的父母、配偶的兄弟姐妹及其配偶），（c）任何一家红杉中国实体（或其普通合伙人或最终普通合伙人）的任何高级管理人员、董事或员工，以及该人士的亲属，或（d）为免生歧义，任何红杉中国实体的投资组合公司，以及任何红杉中国实体的关联投资基金或投资公司的投资组合公司，具有约束力或限制任何该等实体的业务活动；（2）（i）“经纬”的名称通常用于描述众多通过股权或经营关系而与经纬相关联的、从事与投资和证券交易相关的广泛业务活动的实体（合称“经纬实体”），（ii）无论本协议有任何其他相反的规定，本协议不应对任何（a）经纬中国业务集团以外的经纬实体，或（b）主要从事二级证券市场投资和交易的实体，具有约束力或限制任何该等实体的业务活动。“经纬中国业务集团”指所有主要专注于投资位于中华人民共和国或与中华人民共和国相关的公司的经纬实体（无论现已存续还是于未来成立）；（3）（i）“天士力”的名称通常用于描述众多通过股权或经营关系而与天士力[及聚智]相关联的、从事与投资和证券交易相关的广泛业务活动的实体（合称“天士力实体”），（ii）无论本协议有任何其他相反的规定，本协议不应对任何（a）天士力中国业务集团以外的天士力实体，或（b）主要从事二级证券市场投资和交易的实体，具有约束力或限制任何该等实体的业务活动。“天士力中国业务集团”指所有主要专注于投资位于中华人民共和国或与中华人民共和国相关的公司的天士力实体（无论现已存续还是于未来成立）；（4）（i）“歌斐”的名称通常用于描述众多通过股权或经营关系而与歌斐诺辰相关联的、从事与投资和证券交易相关的广泛业务活动的实体（合称“歌斐实体”），（ii）无论本协议有任何其他相反的规定；本协议不应对任何（a）歌斐中国业务集团以外的歌斐实体，或（b）主要从事二级证券市场投资和交易的实体，具有约束力或限制任何该等实体的业务活动。“歌斐中国业务集团”指所有主要专注于投资位于中华人民共和国或与中华人民共和国相关的公司的歌斐实体（无论现已存续还是于未来成立）。

"合并联属实体"	指手回开曼通过合约安排控制的实体；
"章程文件"	指，对于特定法律实体而言，该实体不时经修订的注册、成立或登记细则、组织大纲、章程、组织章程、股东协议、合资协议或类似或其他宪章、治理或章程文件或同等文件；
"承诺方"	指集团和创始人方；
"董事"	指手回开曼董事；
"生效日"	自根据股份认购协议项下在交割时更新手回开曼股东名册，该股东名册中需表明股份认购协议下的各认购方是有关认购股份的登记持有人，有关认购股份被标记为"nil paid"之日；
"权利负担"	指任何抵押、担保权利、质押、留置、请求权、选择权、优先购买权、优先认购权、通过担保或信托安排的转让、其它类型的担保权益，或者设定前述任何一项的任何协议；
"股权证券"	就本身是法人实体的任何人士而言，系指该人士的任何及所有股本股份、成员权益、单位、利润权益、所有者权益、股本权益、注册资本、及其他股权证券、以及获取上述任何证券的任何权利、认股权证、期权、认购期权、承诺、转换特权、优先认购权或其他权利，或可转换成、置换为或通过行权获得上述任何证券的任何证券；
["员工持股计划"	手回开曼的《上市前员工激励计划》（前身为手回科技集团、光耀、韩立炜、红杉中国、信天创投以及其他相关方于 2015 年 11 月 10 日签署的《深圳木成林科技有限公司员工持股计划（原则）》）]
"创始人方"	指创始人和各创始人公司的 合称；
"集团"	指手回开曼及其（现有或将有、直接或间接持有的）附属公司及合并联属实体。**"集团公司"**指手回开曼或其任一（现有或将有、直接或间接持有的）附属公司及合并联属实体（包括但不限于各集团公司）；
"香港"	指中国香港特别行政区；
"知识产权"	在世界任何国家、地区或区域的相关法律项下的所有已注册或未注册的（i）著作权、商标、专利、品种商业审定权、数据库权利、域名、设计、专有技术、保密信息（无论是否已注册）、发明（无论是否可授予专利）、 发现、改善、技术、商业秘密、工业秘密保护，以及与无形知识产权有关的其他专有权；(ii）任

	何前述权利的申请、注册申请和注册、分立、延续、续展、重新颁发和延展前述任何权利（如适用）的申请权，以及 (iii) 所有其他知识产权和同等或类似保护形式，包括实施和恢复救济任何前述各项的权利；
"上市"	指手回开曼的股票在经届时手回开曼股东会书面批准的证券交易所或报价系统首次公开发行（为免疑义，投资方股东所持优股权应得以流动），证券交易所包括但不限于美国纽交所、纳斯达克交易所、香港联交所主板或创业板、上海证券交易所、深圳证券交易所等（但不包括手回开曼的股票在全国中小企业股份转让协同申请挂牌并公开转让的情形）；
"上市日期"	指普通股上市并自此获准进行买卖的日期；
"上市规则"	指交易所证券上市规则；
"境内股东协议"	由深圳木成林科技有限公司、该协议附录一所列的控股子公司、光耀、韩立炜、刘丽、宁波大彩小虹企业管理合伙企业（有限合伙）、深圳小雨伞投资管理合伙企业（有限合伙）、深圳正树直林投资合伙企业（有限合伙）、嘉兴极地信天壹期投资合伙企业（有限合伙）、北京红杉信德股权投资中心（有限合伙）、杭州经天纬地投资合伙企业（有限合伙）、天津天士力健康产业投资合伙企业（有限合伙）、珠海麒斐股权投资中心（有限合伙）、珠海君晨股权投资中心（有限合伙）及天津聚新科技发展合伙企业（有限合伙）签订日期为 2021 年 5 月 7 日的《关于深圳木成林科技有限公司之股东协议》；
"普通股"	指手回开曼股本中每股面值 0.00001 美元的普通股；
"中国"	指中华人民共和国，除上下文要求外，在本协议中作为地理名词提到的中国或中国大陆不含香港、中国澳门特别行政区及台湾；
"重组框架协议"	指由深圳手回科技集团有限公司、光耀、韩立炜、刘丽、宁波大彩小虹企业管理合伙企业(有限合伙)、深圳小雨伞投资管理合伙企业(有限合伙)、深圳正树直林投资合伙企业(有限合伙)以及各认购方（或其关联方）及其他集团实体于 2023 年 11 月 10 日签署的《关于深圳手回科技集团有限公司之重组框架协议》；
"天使轮优先股"	指手回开曼股本中每股面值 0.00001 美元的天使轮优先股；

"《天使轮增资协议》"	指信天创投持有的根据其与手回科技集团、光耀、韩立炜以及其他相关方于2015年2月10日签署的《关于深圳木成林科技有限公司之增资协议》；
"A轮优先股"	指手回开曼股本中每股面值0.00001美元的A轮优先股；
"《A轮增资协议》"	指A轮投资方持有的根据其与手回科技集团、光耀、韩立炜、A轮投资方以及其他相关方于2015年11月10日签署的《关于深圳木成林科技有限公司之增资协议》；
"B轮优先股"	指手回开曼股本中每股面值0.00001美元的B轮优先股；
"《B轮增资协议》"	指B轮投资方持有的根据其与手回科技集团、光耀、韩立炜、A轮投资方以及其他相关方于2017年2月23日签署的《关于深圳木成林科技有限公司之增资协议》；
"C轮优先股"	指手回开曼股本中每股面值0.00001美元的C轮优先股；
"《C轮增资协议》"	指C轮投资方持有的根据光耀、韩立炜、A轮投资方、B轮投资方以及其他相关方于2020年12月30日签署的《关于深圳木成林科技有限公司之股权转让及增资协议》；
"C轮交割日"	具《C轮增资协议》项下的含义；
"股东"	指股份的持有人；
"股份"	指手回开曼股本中的普通股；
"股份认购协议"	指由Shouhui Tech Limited、光耀、韩立炜、刘丽、各创始人公司和各投资方于2024年__月__日签署的关于认购天使轮优先股、A轮优先股、B轮优先股及C轮优先股的股份认购协议；
"手回科技集团"	指深圳手回科技集团有限公司（前称深圳木成林科技有限公司）
"交易所"	指香港联合交易所有限公司；
"守约书"	指实质上按照附件三所列格式而签署的守约书；
"证监会"	指香港证券及期货事务监察委员会；
"附属公司"	具有上市规则赋予其的含义；

"美元"	指美国法定货币美元。
"控股子公司"	指任何手回开曼在其中直接或间接拥有超过 50%股权的任何公司和其他主体以及合并联属实体，包括但不限于附件一第四部分所列主体。

1.02 在本协议中，如上下文允许：

(a) 凡提及（无论明示的还是暗示的）法律或法律规定时应被解释为提及的是分别经修订或重新制定的这些法律或法律规定，或者其适用情况不时被其他规定所修改的这些法律或法律规定（无论是在本协议签署日之前还是之后），并且应包括作为其前身的法律或法律规定（无论是否经过修订），以及有关法律或法律规定项下的任何命令、条例、法律条文或其他次级立法。凡提及合并类立法条款时（在上下文必要或适宜时）应被解释为包括作为合并类立法基础的先前立法的条款；

(b) 凡提及条款、附件、序言和附录时指提及的是本协议的条款、本协议的附件、序言和附录。除非另有规定，凡提及段落时指提及的是有关附件的段落，而且提及本协议时包括附件和附录，该等附件和附录被视为构成本协议一部分；

(c) 凡提及本协议或任何其他文件（包括认购协议及各自其附属文件（就本协议而言，任一认购协议的"附属文件"包括但不限于该认购协议中所定义的交易合同("**Transaction Agreements**")）时应被解释为提及的是经不时修订或补充的本协议或任何其他文件（包括认购协议及其各自附属文件）；

(d) 表述"手回开曼"、"集团公司"、"各创始人公司"、"各投资方"和"各员工持股平台"时包括其继承人；

(e) 凡提及"人"或"人士"时应包括自然人、法人团体、非法人团体和合伙企业（无论是否具有独立的法人资格）；

(f) 凡提及书面形式时应包括以易读且非暂时形式呈示或复制文字的任何方法；

(g) 表示阳性的词语应包括其阴性和中性含义，以单数形式出现的词语应包括其复数形式，反之亦然；

(h) 本协议中提及的时间均指香港时间；

(i) 本协议未另行定义的全部会计术语具有香港会计师公会发布的《香港财务报告准则》和《香港公司条例》赋予的含义。

1.03 标题和副标题仅供方便参阅而设，不应影响本协议的解释。

1.04 在解释本协议时：

(a) 被认为是同类规则的规则不适用，因此，由"其他"一词引导的一般词语不应因其前面有表示特定行为、事宜或事物类别的词语就被赋予限制性含义；和

(b) 一般词语不应因其后随有旨在由该一般词语所包含的特定示例就被赋予限制性含义。

2. 回购

2.01 如果以下任一情况（“**回购事件**”）出现，则任一 A 轮投资方、B 轮投资方或 C 轮投资方有权要求手回开曼及创始人方回购其所持有的全部或部分 A 轮优先股、B 轮优先股和 C 轮优先股：

(1) 除因要求回购的一方投资方单方面不同意上市的原因造成手回开曼未能按本协议约定完成上市的外，手回开曼未能在回购开始时间（C 轮交割日起 36 个月届满之日，即 2023 年 12 月 31 日）按约完成上市。

(2) 手回开曼提交上市申请后，被有关上市监管机构（包括但不限于中国证券监督管理委员会、交易所）否决申请；

(3) 任一承诺方严重违反其在交易文件（包括重组框架协议、股份认购协议、本股东协议、手回开曼章程、各轮投资人对应的《天使轮增资协议》、A 轮增资协议、B 轮增资协议和/或 C 轮增资协议）项下的陈述、保证、承诺或义务，且未能及时补救；

(4) 创始人违反其在《C 轮增资协议》第七条项下全职服务及竞业限制义务；

(5) 创始人方或员工持股平台未经投资方同意擅自直接或间接转让其持有的手回开曼股权；

(6) 创始人出现重大个人诚信问题，包括但不限于集团公司出现投资方不知情的账外经营方式隐瞒集团公司经营或账外现金销售收入；

(7) 承诺方未能完成其在《C 轮增资协议》第五条项下的承诺义务；

(8) 手回开曼委任的注册会计师无法出具无保留意见的审计报告，致使手回开曼不可能上市；

(9) 集团公司从事其业务经营所必需的任一政府执照、授权、许可、同意和批准，包括但不限于经营保险经纪业务许可证、增值电信业务经营许可证以及国家金融监督管理总局要求的从事互联网保险业务所需的其他资质和许可（合称“**政府许可**”）因法律变动以外的原因无法取得、失效、被吊销或撤销而实际影响到集团公司持续经营业务；

(10) 若因法律变动导致集团公司主营业务无法正常经营或其业务经营所必需的重要经营许可（包括但不限于经营保险经纪业务许可证和增值电信业务经营许可证）无法取得、失效、被吊销或撤消的，各方同意根据届时的具体情况协商达成一个 3-6 个月的宽限期（“**宽限期**”），集团公司应在宽限期或各方同意延长的期限内寻求业务转型或其他合理的解决办法，且投资方亦应全力配合。宽限期或各方同意延长的期限届满后，如集团公司未能提出有效的解决办法，或投资方不愿接受集团公司所提出的解决办法，投资方有权要求按照本第 2 条的规定行使回购权。

(11) 任何其他投资方依据本协议及其他具有法律效力的文件要求手回开曼回购其所持有的全部或部分手回开曼股权。

2.02 投资方依据前述第[2.01]条规定要求回购其持有的全部或部分 A 轮优先股、B 轮优先股和/或 C 轮优先股的，

(i) 手回开曼应在该投资方发出书面通知后 30 日内回购该投资方要求回购的 A 轮优先股、B 轮优先股和/或 C 轮优先股，并以该投资方指定的方式向其全额支付回购价格；或

(ii) 手回开曼应当对之前历年未分配的利润立即进行分配，该次分配之后每年手回开曼均应当将当年可分配利润全额分配，在各次分配中创始人对利润分配的收益权应当无偿转让给要求回购股权的投资方，手回开曼应当将创始人应分得的利润直接分配给要求回购股权的投资方，以履行创始人向投资方支付回购价格的义务。投资方应在满足下述条件时将其要求回购的 A 轮优先股、B 轮优先股和/或 C 轮优先股以名义价格或适用法律允许的最低价格（**"转让价格"**）转让给创始人或其指定的第三方：投资方收到的利润分配金额等同于上述(i)方式下的回购价格扣除转让价格。如采取(ii)方式给投资方造成比采取(i)方式更高的税务负担，则手回开曼应补偿投资方，以使投资方的税务负担不超过(i)方式所导致的税务负担水平。为避免疑义，投资方可以综合考虑届时适用法律的规定以及手回开曼具体情况，决定采取上述(i)方式或(ii)方式或其他适用法律允许的方式要求手回开曼和/或创始人履行回购义务。

2.03 若因届时实际情况或政府部门要求导致手回开曼无法履行回购义务的，或无论因任何原因手回开曼在投资方发出回购通知后 30 日内仍未完成回购并支付回购价格的，则投资方有权要求任一创始人方按照本款的约定履行回购义务。创始人方支付的回购价款以其所实际直接或间接持有的手回开曼股权的变现值为限并以其变现款项支付。尽管有前述规定，若发生第[2.01]条第（3）、（4）、（5）或（6）款约定的回购事件或者任何由于创始人的欺诈、故意或重大过失引起的回购事项，则创始人方在本条项下的支付回购价款的义务不以其所实际直接或间接持有的手回开曼股权的变现值为限。

2.04 C 轮优先股的回购价格

2.04.1 C 轮投资方依据前述第[2.01]条第（4）、（5）或（6）款规定要求回购其持有的全部或部分 C 轮优先股，回购价格为以下三者中金额较高者：

(i) C 轮投资方要求回购的 C 轮优先股所支付的认购价（以股份认购协议中第 3.01 条中的认购价为准）加上每年 30%（复利）的收益率计算的回报（为免疑义，该等回报应从 C 轮投资方（或其关联方）依据《C 轮增资协议》的约定向手回科技集团支付其投资款之日开始计算），并加上每年累计的、C 轮投资方要求回购的 C 轮优先股对应的所有未分配利润（按照 C 轮投资方要求回购的 C 轮优先股占手回开曼全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；

(ii) C 轮投资方要求回购的 C 轮优先股所支付的认购价（以股份认购协议中第 3.01 条中的认购价为准）的 1.5 倍，并加上每年累计的、C 轮投资方要求回购的 C 轮优先股对应的所有未分配利润（按照 C 轮投资方要求回购的 C 轮优先股占手回开曼全部股权的比例计算）；或

(iii) C轮投资方要求回购的C轮优先股的公平市场价格，其估值应由投资方和手回开曼共同同意的独立第三方通过独立评估决定。

2.04.2 C轮投资方依据前述第[2.01]条其他规定要求回购其持有的全部或部分C轮优先股，回购价格为以下三者中金额较高者：

(i) C轮投资方要求回购的C轮优先股支付的C轮认购价（以股份认购协议中第3.01条中的认购价为准）投资额加上每年10%（单利）的收益率计算的回报（为免疑义，该等回报应从C轮投资方（或其关联方）依据《C轮增资协议》的约定向手回科技集团支付其投资款之日开始计算），并加上每年累计的、C轮投资方要求回购的C轮优先股对应的所有未分配利润（按照C轮投资方要求回购的C轮优先股占手回开曼全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；

(ii) C轮投资方要求回购的C轮优先股支付的C轮认购价（以股份认购协议中第3.01条中的认购价为准）的1.5倍，并加上每年累计的、C轮投资方要求回购的C轮优先股对应的所有未分配利润（按照C轮投资方要求回购的C轮优先股占手回开曼全部股权的比例计算）；或

(iii) C轮投资方要求回购的C轮优先股的公平市场价格，其估值应由投资方和手回开曼共同同意的独立第三方通过独立评估决定。

2.04.3 若手回开曼和创始人方均无足够现金支付C轮优先股的回购价格，且C轮投资方未要求清算手回开曼，则手回开曼应在C轮投资方要求时向C轮投资方交付票面价值与未支付的回购价格相等、一年到期且年息为12%的商业票据，该等商业票据应符合C轮投资方的要求。

2.05 B轮优先股的回购价格

2.05.1 B轮投资方依据前述第[2.01]条第（4）、（5）或（6）款规定要求回购其持有的全部或部分B轮优先股，回购价格为以下三者中金额较高者：

(i) B轮投资方要求回购的B轮优先股所支付的认购价（以股份认购协议中第3.01条中的认购价为准）加上每年30%（复利）的收益率计算的回报（为免疑义，该等回报应从B轮投资方（或其关联方）依据《B轮增资协议》的约定向手回科技集团支付其投资款之日开始计算），并加上每年累计的、B轮投资方要求回购的B轮优先股对应的所有未分配利润（按照B轮投资方要求回购的B轮优先股占手回开曼全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；

(ii) B轮投资方要求回购的B轮优先股所支付的认购价（以股份认购协议中第3.01条中的认购价为准）的1.5倍，并加上每年累计的、B轮投资方要求回购的B轮优先股对应的所有未分配利润（按照B轮投资方要求回购的B轮优先股占手回开曼全部股权的比例计算）；或

(iii) B轮投资方要求回购的B轮优先股的公平市场价格，其估值应由投资方和手回开曼共同同意的独立第三方通过独立评估决定。

2.05.2 B 轮投资方依据前述第[2.01]条其他规定要求回购其持有的全部或部分 B 轮优先股，回购价格为以下两者中金额较高者：

(i) B 轮投资方要求回购的 B 轮优先股所支付的认购价（以股份认购协议中第 3.01 条中的认购价为准）的 1.5 倍，并加上每年累计的、B 轮投资方要求回购的 B 轮优先股对应的所有未分配利润（按照 B 轮投资方要求回购的 B 轮优先股占手回开曼全部股权的比例计算）；或

(ii) B 轮投资方要求回购的 B 轮优先股的公平市场价格，其估值应由投资方和手回开曼共同同意的独立第三方通过独立评估决定。

2.05.3 若手回开曼和创始人方均无足够现金支付 B 轮优先股的回购价格，且 B 轮投资方未要求清算手回开曼，则手回开曼应在 B 轮投资方要求时向 B 轮投资方交付票面价值与未支付的回购价格相等、一年到期且年息为 12%的商业票据，该等商业票据应符合 B 轮投资方的要求。

2.06 A 轮优先股的回购价格

2.06.1 A 轮投资方依据前述第[2.01]条第（4）、（5）或（6）款规定要求回购其持有的全部或部分 A 轮优先股，回购价格为以下两者中金额较高者：

(i) A 轮投资方要求回购的 A 轮优先股所支付的认购价（以股份认购协议中第 3.01 条中的认购价为准）加上每年 30%（复利）的收益率计算的回报（为免疑义，该等回报应从 A 轮投资方（或其关联方）依据《A 轮增资协议》的约定向手回科技集团支付其投资款之日开始计算），并加上每年累计的、A 轮投资方要求回购的 A 轮优先股对应的所有未分配利润（按照 A 轮投资方要求回购的 A 轮优先股占手回开曼全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；或

(ii) A 轮投资方要求回购的 A 轮优先股的公平市场价格，其估值应由投资方和手回开曼共同同意的独立第三方通过独立评估决定。

2.06.2 A 轮投资方依据前述第[2.01]条其他规定要求回购其持有的全部或部分 A 轮优先股，回购价格为以下两者中金额较高者：

(i) A 轮投资方要求回购的 A 轮优先股所支付的认购价以股份认购协议中第 3.01 条中的认购价为准）加上每年 12%（复利）的收益率计算的回报(为免疑义，该等回报应从 A 轮投资方（或其关联方）依据《A 轮增资协议》的约定向手回科技集团支付其投资款之日开始计算)，并加上每年累计的、A 轮投资方要求回购的 A 轮优先股对应的所有未分配利润（按照 A 轮投资方要求回购的 A 轮优先股占手回开曼全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；或

(ii) A 轮投资方要求回购的 A 轮优先股的公平市场价格，其估值应由投资方和手回开曼共同同意的独立第三方通过独立评估决定。

2.07 手回开曼和/或创始人方收到任何投资方发出的回购通知，应在三（3）日内通知其他投资方，其他投资方应当在收到通知之日起在十五（15）个工作日内通知手回开曼其是否要求一同行使本条项下的回购权。如两方或两方以上的投资方要求行使本条项下

的回购权，则手回开曼和创始人方应按照以下顺序进行回购和支付回购价格：（1）手回开曼和创始人方应当首先按照上述第[2.04]条的回购价格完全回购 C 轮投资方要求回购的 C 轮优先股；如果手回开曼和创始人方不能完全支付 C 轮投资方要求回购的 C 轮优先股的全部回购价格，则可支付的金额应在 C 轮投资方之间按照其持有的 C 轮优先股的比例进行分配；（2）在完全支付 C 轮投资方要求回购的 C 轮优先股的回购价格后，手回开曼和创始人方应当首先按照上述第[2.05]条的回购价格完全回购 B 轮投资方要求回购的 B 轮优先股；如果手回开曼和创始人方不能完全支付 B 轮投资方要求回购的 B 轮优先股的全部回购价格，则可支付的金额应在 B 轮投资方之间按照其持有的 B 轮优先股的比例进行分配；（3）在完全支付 B 轮投资方要求回购的 B 轮优先股的回购价格后，手回开曼和创始人方应按照上述第[2.06]条的回购价格完全回购 A 轮投资方要求回购的股权；如果手回开曼和创始人方不能完全支付 A 轮投资方要求回购的 A 轮优先股的全部回购价格，则可支付的金额应在 A 轮投资方之间按照其持有的 A 轮优先股的比例进行分配。

2.08 手回开曼创始人方逾期支付回购价格超过 10 日的，投资方有权将手回开曼创始人方在手回开曼的全部或部分股权和其它权益与该等行使回购权的投资方（但不包括其他投资方）在手回开曼的权益通过单笔或多笔交易出售给一家或数家第三方，并将出售价款支付给行使回购权的投资方，直至收到全部股权回购价格为止。手回开曼创始人方及手回开曼应当在收到转让通知后 10 日内，按照转让通知所述售股条件，与投资方指定的第三方签署股权转让协议书。手回开曼创始人方与第三方签订股权转让协议的条件和条款应当与投资方与该第三方签订的股权转让协议的条件和条款相同。

2.09 如果届时手回开曼和/或创始人方拒不履行回购义务，且届时如手回开曼最新的财务报表显示手回开曼净资产高于或等于回购价格的，则投资方有权提请召开股东会临时会议，启动减少手回开曼已发行股本的法定程序，将投资方持有的 C 轮优先股、B 轮优先股和/或 A 轮优先股以减少股本方式从手回开曼中退出，并由手回开曼向投资方支付第[2.04]条、第[2.05]条或第[2.06]条约定的回购价格，手回开曼其他股东承诺将对减少股份/注册资本议案投赞成票；或者如手回开曼最新的财务报表显示手回开曼净资产低于回购价格的，则投资方有权提请召开股东会临时会议，并按照本协议第[3]条清算优先权的规定对手回开曼进行解散清算，手回开曼其他股东承诺将对解散手回开曼的议案投赞成票。

2.10 在投资方全部股权未被完全赎回之前，投资方就其未取得回购价格部分的股权仍享有适用法律、本协议和公司章程项下完全的股东权利，且投资方在此期间仍有权根据本协议的约定向集团公司的董事会委派董事。

2.11 为免歧义，上文[2.01]至[2.10]的约定不含天使轮投资方持有的天使轮优先股。

2.12 在 A 轮投资方、B 轮投资方和 C 轮投资方行使上述回购权且收取全额回购价格后，天使轮投资方有权在回购事件发生时要求回购其持有的天使轮优先股的权利，如因第[1.01]（4）款规定的事项而要求回购的，回购价格为天使轮投资方按照根据《天使轮增资协议》中，信天创投认购其要求回购的天使轮优先股支付的全部认购价格加上每年 30%（复利）的收益率计算的回报。如因第[1.01]条规定的其他事项而要求回购的，回购价格=天使轮投资方按照《天使轮增资协议》中，信天创投按照认购其要求回购的天使轮优先股支付的全部认购价格*（1+8%）^T（T 是指自 2015 年 2 月 10 日起至签署回购协议之日为止的年份数。不满 6 个月的不计算，6 个月以上不满一年的按一年计算）。创始人支付的回购价格以其所实际直接或间接持有的本公司股权的变现值为限并以其变现款项支付。若创始人支付的回购价款不足以支付天使轮投资方的全部回购价款，则届时某个天使轮投资方取得的回购价款=创始人支付的全部回购价款金额*

（某一天使轮投资方届时持有的天使轮优先股所对应的公司已发行股本/全部天使轮投资方届时持有的天使轮优先股所对应的公司已发行股本）。

3. 公司清算

3.01 如集团公司发生清算事件（定义见下）的，C 轮投资方有权优先于手回开曼的其他股东从可向股东分配的清算财产中获得其根据股份认购协议取得其持有的 C 轮优先股对应的 C 轮认购价（以股份认购协议中第 3.01 条中的认购价为准）的 150%的金额加上该等 C 轮优先股对应的未分配利润（"**C 轮清算优先额**"）。可向股东分配的清算财产不能足额支付 C 轮投资方的全部 C 轮清算优先额的，则由 C 轮投资方按其持有的 C 轮优先股的比例进行分配。

3.02 在 C 轮投资方足额获得以现金支付的 C 轮清算优先额后，B 轮投资方有权优先于手回开曼的其他股东从可向股东分配的清算财产中获得其根据股份认购协议取得其持有的 B 轮优先股的认购价（以股份认购协议中第 3.01 条中的认购价为准）的 150%的金额加上该等 B 轮优先股对应的未分配利润（"**B 轮清算优先额**"）。可向股东分配的清算财产不能足额支付 B 轮投资方的全部 B 轮清算优先额的，则由 B 轮投资方按其持有的 B 轮优先股的比例进行分配。

3.03 在 B 轮投资方足额获得以现金支付的 B 轮清算优先额后，如有剩余可分配的清算财产，则 A 轮投资方优先于手回开曼的其他股东从剩余部分财产中获得其根据股份认购协议取得其持有的 A 轮优先股（为免歧义，不包括天使轮投资方持有的天使轮优先股）的认购价（以股份认购协议中第 3.01 条中的认购价为准）的 150%的金额加上该等 A 轮优先股对 应的未分配利润（"**A 轮清算优先额**"）。可向 A 轮投资方分配的剩余清算财产不能足额支付 A 轮投资方的全部 A 轮清算优先额的则由 A 轮投资方按其持有的 A 轮优先股（为免歧义，不包括天使轮投资方持有的天使轮优先股）的比例进行分配。

3.04 在 C 轮投资方、B 轮投资方及 A 轮投资方足额获得以现金支付的 C 轮清算优先额、B 轮清算优先额和 A 轮清算优先额后，如有剩余可分配的清算财产，则天使轮投资方优先于本公司其他股东从剩余部分财产中获得根据《天使轮增资协议》中，信天创投取得其持有的天使轮优先股的认购价（以股份认购协议中第 3.01 条中的认购价为准）的 150%的金额（"天使轮清算优先额"）。则届时某个天使轮投资方取得的清算价款=创始人支付的全部清算价款金额*（某一天使轮投资方届时持有的天使轮优先股所对应的公司已发行股本 / 全部天使轮投资方届时持有的天使轮优先股所对应的公司已发行股本）。

3.05 在 C 轮投资方、B 轮投资方、A 轮投资方和天使轮投资方足额获得以现金支付的 C 轮清算优先额、B 轮清算优先额、A 轮清算优先额和天使轮清算优先额后，如仍有剩余可分配的清算财产，则剩余部分财产应当在手回开曼所有股东 （包括投资方）之间按股份比例（按届时员工持股平台将其代持且尚未发放的员工股权激励计划的股份按比例转让给手回开曼除员工持股平台以外的全体股东后的比例计算）进行分配。

3.06 无论因任何原因，如手回开曼清算完成后投资方收到的分配财产不足第[3.01]和[3.02]条约定金额的，手回开曼其他股东应以其根据其持有手回开曼股权获取的清算金额为限以无偿赠与或法律许可的其他方式尽力实现投资方享有的清算优先权。

3.07 如集团公司发生清算事件且投资方未完全收回投资款的，自清算事件发生之日起 5 年内创始人从事新项目的，该创始人应提前向投资方披露该项目的相关信息，并认可投

资方在手回开曼未收回的投资金额折为后续项目的投资金额，投资方可以按照该等折转后的金额计算得出其享有后续项目的股权额度，且投资方无需再出资。

3.08 清算事件指：（1）手回开曼、手回 BVI、手回香港、手回天津、手回科技集团、手回创想发生非自愿的清算、解散、终止或清盘，或（2）集团公司（作为一个整体）被收购、兼并或其他类似交易，导致手回开曼在交易发生前的股东在交易发生后的存续实体中的持股比例或表决权比例少于 50%，或（3）集团公司通过租赁、排他性许可、出售、转让等方式实质性处置集团公司全部或绝大部分知识产权、资产或业务的交易，或（4）被吊销 / 未取得营业执照或业务资质而导致集团公司业务无法正常运营的。

3.09 如果届时相关政府部门反对本协议第 3 条所述的分配方案、顺序，或因为其他原因导致本条所述的分配方案、顺序无法直接实行，则各方应先行按照权益比例进行分配，之后由各方通过无偿赠予的方式按股份比例将其获得的分配财产或价款，按照投资方在公司的持股比例，交付给投资方(为避免疑义，各方在此明确同意并确认该等无偿赠予不可撤销)，使得投资方最终获得按照本条所述的分配方案及顺序所应获得的全部财产或价款。

4. 公司管理

4.01 自本协议生效日起，每个手回股东应根据手回开曼章程文件并且按照本协议的具体条款和规定在任何股东大会或股东特别大会上按其股份赋予的表决权进行表决，并且应采取一切其他行动使本协议和手回开曼章程文件的规定生效。

A. 董事会会议

4.02 董事会会议频率应视有效率地经营业务的需要而定，但是无论如何应至少每季度召开一次并，应在会议召开前 10 日以书面方式通知各董事（或依据适用法律、手回开曼章程文件、上市规则或其他相关证券交易所的规则的更严格要求，但经董事同意可以豁免提前通知的安排）。在不违反适用法律的前提下，各投资方提名的董事有权授权委托其代理人参加董事会会议。手回开曼应承担董事会活动而产生的费用。

4.03 若手回开曼召开董事会会议，至少需要 2 人出席方可有效召开。但倘若手回开曼在按照手回开曼章程文件规定发出会议通知后无法形成前述董事会会议的法定人数，则该董事会会议应推迟并再次按照手回开曼章程文件的规定发出会议通知，届时参加会议的任意 2 名或以上董事即构成董事会会议要求的法定人数，此种情形下董事会依法作出的会议决议为有效决议（前提是本协议第 [8.01.2]条所规定的事项仍应根据该等条款的约定获取相关投资方委派的董事的同意）。

B. 股东会会议

4.04 股东会会议频率应视有效率地经营业务的需要而定，但是无论如何应至少每年召开一次，并应在会议召开前至少 10 日以书面方式通知各股东（或依据适用法律、手回开曼章程文件、上市规则或其他相关证券交易所的规则的更严格要求），但经股东同意可以豁免提前通知的安排。

4.05 若手回开曼召开股东会会议，必须有三分之二以上股权比例的股东出席方可有效召开，其中需包括歌斐、经纬、天士力和红杉中国出席，但倘若手回开曼在按照手回开曼章程文件规定发出会议通知后无法形成前述股东会会议的法定人数，则该股东会会议应推迟并再次按照手回开曼章程文件的规定发出会议通知，届时参加会议的股东达到手回开曼股权的三分之二以上股权比例即构成股东会会议要求的法定人数，此种情形下

股东会依法作出的会议决议为有效决议（前提是本协议第[8.01.1]条条所规定的事项仍应根据该等条款的约定获取相关投资方的同意）。

5. 分红

5.01 如手回开曼根据本协议和手回开曼章程文件的约定批准进行利润分配，手回开曼、创始人和员工持股平台应采取一切必要的行动以确保投资方享受按照其届时在手回开曼中的股权比例（按届时员工持股平台将其代持且尚未发放的员工股权激励计划的股权按比例转让给除员工持股平台以外的手回开曼全体股东后的比例计算）应享有的分红。

6. 员工股权激励计划

6.01 各方同意，Vitality Innovations Limited 持有的全部手回开曼股权（"**预留激励股权**"）属于预留用于手回开曼员工股权激励计划的股权。具有资格参加员工股权激励计划的集团员工应为手回开曼根据本协议和手回开曼章程文件的约定批准的集团公司员工、董事或顾问。

6.02 在员工股权激励计划下，向员工授予的激励股权应由 Vitality Innovations Limited 代持，手回开曼、被授权员工和 Vitality Innovations Limited 将另行签署经手回开曼根据本协议和手回开曼章程文件约定批准的股权激励协议和其他相关协议和文件。

6.03 如手回开曼发生上市或第 3 条约定的清算事件，Vitality Innovations Limited 不得晚于手回开曼发生上市或清算事件的前 90 个工作日或届时负责上市的中介机构要求的更早时间将其所持有的剩余未发放的激励股权（如有）按届时全体股东（各员工持股平台除外）在手回开曼的股权比例，以人民币 1 元的名义价格或法律允许的最低价格转让给手回开曼的全体股东（各员工持股平台除外）。

7. 竞业限制及全职承诺

7.01 自本协议生效日起，创始人承诺应将其全部工作时间及精力投入手回开曼的管理和运营而不得从事其他实体运营业务或在其他实体担任职务并尽其最大努力促进手回开曼的发展并为公司谋利，直至上市后至少一年。

7.02 本协议生效日后，非经 A 轮投资方、B 轮投资方、C 轮投资方的书面同意，就创始人而言，在创始人方或其关联方直接或间接持有手回开曼股份期间及不再持有手回开曼股份或不再在手回开曼任职（以较晚者为准）后两年内，就手回开曼核心员工而言，在手回开曼核心员工在集团公司任职期间及从集团公司离职后两年内，创始人、手回开曼核心员工及其各自关联方不得：

(1) 直接或间接地从事、投资、控制、参与或管理任何与集团公司业务相同、类似或相竞争的实体、业务或产品，或直接或间接地从该等实体、业务或产品获取利益；

(2) 直接或间接地为与集团公司业务相同、类似或相竞争的经营实体提供服务、贷款、客户信息或其他任何形式的协助，或者在该等实体中直接或间接持有任何权益；

(3) 除手回开曼董事会已批准的外，直接或间接地为其自身或任何第三方，以任何方式和与集团公司有业务往来的实体进行与集团公司业务有关的交易；

(4) 以任何方式诱导与集团公司有业务往来的实体终止其与集团公司的关系或联系；

(5) 以任何方式雇佣、聘用或鼓励、诱导或促使任何正在为集团公司工作的公司或个人，以终止其与集团公司的关系或联系；

(6) 使用或注册与集团公司拥有、受让或被许可的知识产权相同或相关的或基于该等知识产权所形成的任何专利、商标、商号、标记、版权、专有技术或其他知识产权（不包括集团公司许可其使用的情形）；

(7) 从事任何其他有损于集团公司利益的行为。

7.03 若创始人、手回开曼核心员工违反前述约定，由创始人、手回开曼核心员工或其各自关联方所得或应当所得的利润归手回开曼所有，创始人、手回开曼核心员工应采用一切可能的合法方式及履行相应的法律程序将前述实体的收入、利润转移至手回开曼。

7.04 承诺方应当促使在本协议生效日后以创始人、高管身份成为手回开曼股东或将要享受手回开曼员工持股计划的雇员的人士签署并承诺履行符合第[7.01]条和第[7.02]条义务的法律文件，否则承诺方不得向该等人士发行 / 转让股份或股权。

7.05 手回开曼创始人、手回开曼核心员工应当就本条规定的竞业限制义务与手回开曼签署格式和内容令歌斐满意的保密和竞业限制和知识产权归属协议。各方同意手回开曼按格式和内容令 C 轮投资方满意的保密、竞业限制和知识产权归属协议约定，向创始人和手回开曼核心员工就其履行竞业限制义务支付竞业限制补偿金。

7.06 集团公司承诺与员工签署符合中国法律且格式令 C 轮投资方满意的劳动合同以及保密、竞业限制和知识产权归属协议。

8. 各投资方权利

8.01 在不损害以及除上文和下文所述的权利以及依照适用法律、重组协议、认购协议和其各自附属文件和手回开曼章程文件的规定享有之股东权利并承担相应股东义务外，本协议第[8.01]条款中的下述条款应在生效日起生效：

8.01.1 投资方保留事项：任一集团公司从事以下任一行为，必须取得 C 轮投资方、经纬、天士力和红杉中国（唯第[(m)]项无需取得红杉中国的事先书面同意）的事先书面同意（承诺方应促使集团公司遵守本条约定）：

(a) 合并、分立、停业、破产、清算、解散、重大重组和 / 或其他导致手回开曼或控股子公司（为免疑义，控股子公司应包括但不限于手回科技集团，以下同）控制权发生变更或大部分资产转移的交易，或任何导致解散、破产、清算、重组、资产剥离、业务分拆或破产的重大事项（包括清算事件）；

(b) 手回开曼或控股子公司公司名称、组织形式或经营范围变更，修改手回开曼或控股子公司的章程或其他关键文件；修改各投资方的权利、优先权或设置任何限制；修改任何股东或股权的权利使其在股息和资产分配时享有比投资方更优先或与其同等的权利；

(c) 手回开曼或控股子公司发行任何新的股权或债券、进行任何股权融资、给予其他股东或第三方期权、可转股债权等权益类证券或类似权利或承担任何上述义务；

(d) 手回开曼或控股子公司增加或减少股份/注册资本，股东或各股东的持股比例发生任何变化（投资方转让股权除外），或任何导致变更投资方有效持股比例及/或股东权利的事项；

(e) 为公司股东、实际控制人或董事提供担保或借款，或者为后者的债务承担补偿或保证责任；

(f) 向其他企业投资或者为他人提供借款或担保；

(g) 设立（包括新设和收购）子公司、分公司、合资企业、合伙企业；处置或摊薄在其子公司、合资企业、合伙企业的直接或间接的权益；

(h) 变卖、出售、并购或以其他方式处置手回开曼全部或部分重要资产、业务、商誉或权益；

(i) 调整董事会人数、构成或者改变董事会权限和议事规则；

(j) 与任何股东、董事、管理人员、雇员或上述人员的关联方进行交易；

(k) 批准、改变或终止公司员工持股计划、利润分成机制、奖金、激励机制、股份分享计划等；

(l) 回购公司股权或股份（根据第2条实施的回购除外）；

(m) 批准公司的年度和季度财务预算方案、决算方案和商业计划，或对前述已批准的计划或预算作出任何调整；

(n) 批准公司的利润分配方案和弥补亏损方案，以及公司利润分配政策的任何调整；公积金资本化；

(o) 批准手回开曼或其控股子公司的上市计划，包括但不限于中介机构的聘用、上市时间、地点、发行价格；

(p) 进行其他严重负面影响手回开曼或其控股子公司的财务状况或业务发展的事项；

(q) 从事经合理预期可能对投资方作为股东的权利产生不利影响的行为；

(r) 对最终VIE 协议（定义见重组框架协议）进行实质性的调整或修改，或终止最终VIE协议；及

(s) 同意或实施上述行为或任何子公司从事上述行为。

8.01.2 投资方董事保留事项：任一集团公司从事如下任一事项需取得 C 轮投资方和天士力各自提名的董事事先书面同意（在红杉中国实际提名董事到任的前提下（以红杉中国实际提名的董事登记在公司董事名册上为准），还需取得红杉中

国提名的董事事先书面同意，但第[(m)]项无需取得红杉中国的事先书面同意）（承诺方应促使集团公司遵守本条约定）：

(a) 终止或实质性变更公司目前从事的业务或建立新品牌；

(b) 借款或以其他方式承担任何超过人民币200万元的债务，或出售、转让、授权、抵押或其他方式处置公司的知识产权，或在公司的知识产权或其他资产上创设任何第三方权利；

(c) 在其公司资产、业务或者权利上设置任何权利负担；

(d) 在连续12个月内从事任何正常业务经营之外的、累计价值超过人民币500万元的交易或一系列交易；

(e) 关于手回开曼或其控股子公司产品主要风险（如杠杆）尺度的批准；

(f) 公司一个会计年度内累计超过人民币200万元的资产出售、转让或处置或购买任何价值超过人民币200万元的不动产；

(g) 在公司股东会批准的预算之外的在任何会计年度相关交易累计超过人民币100万元的资本支出或其他支出；

(h) 所有人民币300万元以上的重大兼并收购交易（包括股权投资）；

(i) 处置或摊薄任一集团公司在其子公司的直接或间接的权益；

(j) 公司股东会批准（包括C轮投资方同意）的年度预算外发生的银行、其他金融机构或第三方贷款以及取得任何金融贷款工具；

(k) 实施公司员工持股计划、利润分成机制、奖金、激励机制、股份分享计划等，包括决定公司期权的发放、发放对象、行权期限以及行权价格；

(l) 增加公司任何年薪高于人民币100万元的管理人员的年薪，且年涨幅超过21.5%；

(m) 聘任或解聘公司的总经理、CEO、董事长、副总经理、财务主管或其他重要职位；

(n) 指定或变更公司审计师，或修改公司会计政策和原则或会计年度提起标的金额超过人民币50万元的诉讼或其他法律程序；或就争议标的超过50万元的争议达成和解方案；

(o) 同意或实施上述行为或任何子公司从事上述行为。

以上事项及依据法律和手回开曼章程文件应由股东会审议表决的其他事项如提交手回开曼股东会表决，则股东会作出的决议须经 C 轮投资方、经纬、天士力和红杉中国同意方为有效。

如果在本协议签署后至生效日之前发生上述第 8.01.1 条和第 8.01.2 条事项，手回开曼应尽快将详情书面通知各投资方。

8.01.3 知情权：投资方或其授权代表有权取得集团公司财务、管理、经营、市场或提供给股东会或董事会其他成员的其他方面的信息或材料；在不影响投资方在本协议项下的其他任何权利的前提下，手回开曼应在以下规定的时间内将下列资料送达给作为股东方的投资方：

(a) 在每个会计月度结束后的20天内，提供未经审计的根据中国会计准则或香港财务报告准则编制的合并月度财务报表（包括但不限于利润表、资产负债表和现金流量表）以及各集团公司当月的银行对账单；

(b) 在每个季度最后一日起20天内，提供未经审计的根据中国会计准则或香港财务报告准则编制的合并季度财务报表（包括但不限于利润表、资产负债表和现金流量表）；

(c) 在每个会计年度结束前的45天前，提供下一会计年度的合并财务预算和年度经营计划；

(d) 在每个会计年度结束后90天内，提交经投资方认可的会计师事务所根据中国会计准则或香港财务报告准则审计的年度合并财务报表；

(e) 向投资方提供手回开曼向其他股东、董事会成员提交的有关公司治理的文件或其他相关信息副本；

(f) 在事件发生之后的5个工作日内将收到的政府各项重大处罚及禁令、重大诉讼、仲裁以及其他重要的事项及时报告给投资方；

(g) 投资方基于合理理由要求的其他文件，包括但不限于手回开曼最新版本的投资合同、与后续融资、公司管理或相关的文件，包括各方的签字和经有关监管机构盖章的手回开曼章程文件。

上述财务报表应符合中国会计准则或香港财务报告准则。在投资方收到上述账务与管理资料后，提供合理、充分的机会使投资方有机会与手回开曼管理层就相关信息进行商讨并提出建议。

8.01.4 检查权：在任何投资方持有手回开曼5%或以上股权期间内，经该投资方事先合理通知，该投资方或其授权代表有权检查/查阅手回开曼及其任何关联公司的相关资料和设施，包括但不限于资产状况、历次验资报告、年度审计报告、财务会计报告、会计账簿（包括原始会计凭证）、相关文件、以及与政府主管部门、股东、董事、重要雇员、法律顾问、会计师磋商手回开曼事务的记录等。承诺方应确保在此过程中为投资方或其授权代表提供充分合作。投资方及其授权代表应对所接触到的公司信息承担保密义务。各方于此确认，为本条之目的，在确定本第[8.01.4]条所指的持有手回开曼 5%或以上股份的投资方时，同一实际控制人控制下的实体持有手回开曼的股权比例应合并计算，即如同一实际控制人控制下的两名或两名以上的投资方合计持有手回开曼5%或以上股权的，则该等投资方应共同被视为持有手回开曼 5% 或以上股权的单一投资方，均享有本条项下的检查权。

然而，除本协议另有明文约定之外，投资方对前述检查权的行使或因检查权的行使而对手回开曼任何信息的知悉，并不构成投资方对其在股份认购协议或本协议项下所享有的任何权利的放弃，亦不会在任何方面构成对承诺方在股份认购协议或本协议项下所作陈述和保证责任的任何程度的豁免。

8.01.5 提名权：

手回开曼设九（9）名董事，C 轮投资方有权委派一（1）名董事，天士力有权委派一（1）名董事，创始人方有权共同委派四（4）名，剩余三（3）名为按上市规则规定委任的独立非执行董事。

除前述董事外，红杉中国亦有权向手回开曼委派一（1）名董事。如红杉中国实际委派了董事，则创始人方需对应调整董事会名额和组成，各方同意提供合理配合。

【经纬】有权向手回开曼的董事会委派一名观察员，观察员有权列席董事会会议并参与发言讨论，但观察员不享有投票权。

手回开曼应设立薪酬委员会，审批薪酬和员工激励的指导方针，以及审批公司高级管理人员（包括总经理、副总经理、财务负责人及公司章程规定的其他公司高级管理人员）的薪酬。该等审批应经薪酬委员会委员一致通过。

8.01.6 优先认购权：

(a) 手回开曼拟增加已发行股本时，其应当在作出同意增发的股东会决议之后的三个工作日内，向投资方发出书面通知（下称"**拟增发通知**"），写明手回开曼希望增加的已发行股本的金额（"**新发股本**"）、发行价格和支付时间表，并说明投资方应有权根据拟增发通知中规定的条款和条件，以拟增发通知规定的价格和条件，认购拟增发股本。投资方应在收到拟增发通知后的十五个工作日（下称"**首次优先认购期限**"）内做出是否就该增发行使优先认购权的决定，并书面通知手回开曼（下称"**认购通知**"）。认购通知中应当注明拟行权认购的新发股本金额，拟行权认购的新发股本金额不得高于其认购份额（定义见下）。各投资方的"认购份额"系指（a)新发股本总金额，乘以（b）该投资方在增发之前持有的A轮优先股、B轮优先股及C轮优先股除以全体投资方在增发之前持有的A轮优先股、B轮优先股及C轮优先股总和。

(b) 若任一投资方通知手回开曼其不行使优先认购权，或在首次优先认购期限内未发出认购通知的，视为该投资方放弃其优先认购权；若任一投资方发出认购通知表示仅认购其认购份额的一部分的，视为该投资方放弃认购前述新增发股本的剩余部分（未被投资方认购的新发股本部分称为"**剩余增发**"）。在前述情况下，手回开曼应书面通知已经要求认购全部认购份额的投资方（下称"**完全认购投资方**"）该等情况；各完全认购投资方有权（但无义务）在收到该通知后五（5）个工作日内（下称"**第二次优先认购期限**"）书面通知手回开曼，以同等条件认购剩余增发。如全体完全认购投资方要求认购的剩余增发的金额超过剩余增发总金额，则剩余增发应按照以下方式分配给每一位完全认购投资方：各完全认购投资方应被分配到以下两者中较小金额：（a）其认购的剩余增发金额减去已经分配给其的剩余增发金额；和（b）剩余认购份额（定义见下）；若上述分配后剩余增发仍有剩余，则依上述分配方式继续分配，直至剩余增发已经全部分配；任何已经被全额分配到其认购的剩余增发金额的完全认购投资方不再参与之后的分配。各完全认购投资方的"剩余认购份额"系指（a）尚未分配的剩余增发金额，乘以（b）该投资方

在增发之前持有的A轮优先股、B轮优先股及C轮优先股除以参与该次分配的全体完全认购投资方在增发之前持有A轮优先股、B轮优先股及C轮优先股总和。分配结束后，手回开曼应当通知各投资方其实际认购的新发股本金额。

(c) 如果投资方未根据上述[8.01.6(a)]和[8.01.6(b)]条认购全部新发股本，则手回开曼其他股东有权按照其当时彼此之间的股权比例就未被认购的新发股本进行认缴。

(d) 如果投资方未根据上述[8.01.6(a)]和[8.01.6(b)]条认购全部新发股本，则手回开曼可以在首次优先认购期限或第二次优先认购期限（如有）届满后六十（60）日内与手回开曼其他股东和/或第三方就未被投资方认购的新发股本签署相应的增发合同并完成增发，但该增发合同不能约定比提供给投资方的条件（包括但不限于价格、付款时间和股东权利）更为优惠的条款和条件。如果手回开曼未能在上述期限内就未被投资方认缴的新发股本签署相应的增发合同并完成增发（以支付增发认购款为准），则手回开曼必须再次完成上述第[8.01.6(a)]和[8.01.6(b)]条规定的程序方可与除投资方以外的其他股东和/或第三方签署增发合同。

(e) 手回开曼应当在首次优先认购期限或第二次优先认购期限（如有）届满之日起十五个工作日内，以拟增发通知中载明的发行价格和条件根据投资方同意认购的增发额，向行使优先认购权的投资方出售新增发股本。避免疑义，就届时投资方选择行权的新增发股本，除投资方外的其他手回开曼股东在此明确放弃其根据适用开曼法律、手回开曼章程文件或基于任何其他事由可享有的优先认购权及可能存在的其他任何权利。

8.01.7 转让限制：

(a) 未经投资方的事先书面同意，创始人方、员工持股平台和获得手回开曼股份的管理团队（合称"**限制转股人**"）且创始人应促使限制转股人不得向任何人直接或间接地转让限制转股人所持有的手回开曼股份（在本第[8.01.7]条中包括员工持股平台等持有手回开曼股份的实体的股份、合伙份额或其他权益），亦不得以任何方式直接或间接地处置部分或全部该等股份或在该等股份之上设置质押等任何权利负担，但限制转股人为经手回开曼股东会和/或董事会根据本协议和手回开曼章程文件的约定批准的手回开曼融资之目的在该等股份之上设置质押等任何权利负担除外。在上述期限内，经投资方同意之限制转股人的合法继承人，也将受到本条款的转让和处置限制（继承事件本身不构成前述转让或处置）。

在遵守第[8.01.7]条和第[8.01.10]条的前提下，如果任何限制转股人（下称"**转让方**"）拟向任何人（下称"**受让方**"）直接或间接转让或以其他方式处置其持有的全部或部分手回开曼股权的，投资方有权但无义务选择：

(i) 根据第[8.01.7(b)]条的约定，按受让方给出的相同的条款和条件优先受让转让方转让的手回开曼股份（"**优先购买权**"）；

(ii) 根据第[8.01.7(c)]条的约定，以受让方向转让方提出的受让条件，优先于转让方向受让方转让投资方所持全部或部分手回开

曼股份（"**共同出售权**"）。

(b) 优先购买权：

(i) 转让方应以书面形式将如下信息通知投资方（"**转让通知**"）：（a）其转让意向；（b）其有意转让的股权的份额；（c）转让的条款和条件；以及（d）受让方的基本情况。

(ii) 各投资方应在收到转让通知后三十（30）日（"**第一次购买要约期**"）内书面通知转让方其是否行使优先购买权，如果决定行使优先购买权的，应当同时作出行使优先购买权的书面承诺（"**购买通知**"），购买通知中应当注明拟行权购买的股份数量，拟行权购买的股份数量不得高于其购买数量（定义见下）。如果任何投资方没有在第一次购买要约期内通知转让方其将行使优先购买权，该投资方应被视为同意该等转让且已经同意放弃优先购买权。各投资方的"购买份额"系指（a）转让方有意转让的股份数量，乘以（b）该投资方在行使优先购买权之前持有的A轮优先股、B轮优先股及C轮优先股除以全体投资方在行使优先购买权之前持有的A轮优先股、B轮优先股及C轮优先股总和。

(iii) 如果任何投资方通知转让方其不购买或者不完全购买其购买份额或任何投资方在第一次购买要约期内没有回复转让方，则转让方应书面通知已经要求购买其全部购买股份数量的投资方（"**完全购买投资方**"）该等情况；各完全购买投资方则有权（但无义务）在收到该通知后五（5）个工作日内（"**第二次购买要约期**"）书面通知转让方，以同等条件购买未被其他投资方根据上述第[8.01.7(b)(ii)]款购买的拟转让股份（"**剩余转让股权**"）。如全体完全购买投资方要求购买的剩余转让股份数量超过剩余转让股份总数量，则剩余转让股份应按照以下方式分配给每一位完全购买投资方：各完全购买投资方应被分配到以下两者中较小份额：（a）其要求购买的剩余转让股份数量减去已经分配给其的剩余转让股份数量；和（b）剩余购买份额（定义见下）；若上述分配后剩余转让股份数量仍有剩余，则依上述分配方式继续分配，直至剩余转让股份已经全部分配；任何已经被全额分配到其要求购买的剩余转让股份数量的完全购买投资方不再参与之后的分配。各完全购买投资方的"剩余购买份额"系指（a）尚未分配的剩余转让股份数量，乘以（b）该投资方在行使优先购买权之前持有的A轮优先股、B轮优先股及C轮优先股除以参与该次分配的全体完全购买投资方在行使优先购买权之前持有的公司的A轮优先股、B轮优先股及C轮优先股的总和。分配结束后，转让方应当通知各投资方其实际购买的拟转让股份数量。

(iv) 为避免疑义，就届时投资方选择行权的手回开曼股份，手回开曼其他股东在此明确放弃其根据适用开曼法律、手回开曼章程文件或基于任何其他事由可享有的优先购买权及可能存在的其他任何权利。

(v) 转让方有权转让未被行使优先购买权及共同出售权的手回开曼

股权。 如果拟定股份转让的条款和条件发生任何变更、或转让方和受让方不能于转让方依据上述各条款的约定有权转让之日起六十（60）日内就拟定的股份转让签署相关股份转让协议等交易文件并将该等股份转让事项办理登记，则拟定的转让将重新受本条约定的优先购买权和下述第[8.01.7(c)]条约定的共同出售权的限制。

(vi) 若限制转股人转让任何手回开曼股份，该限制转股人应确保其受让方签署令投资方满意的加入协议及其他文件，同意加入本协议并承继转让股权的限制转股人在本协议下的一切义务。

(vii) 为避免疑义，限制转股人将其持有的股份转让给其100%持股的公司和经投资方事先明确书面同意不受优先购买权和共同出售权限制的股权转让情形不受投资方的优先购买权和共同出售权的限制。

(c) 共同出售权：

(i) 如果任何投资方未就转让方拟转让的手回开曼股份行使其优先购买权，则该投资方有权（但没有义务）行使共同出售权。行使共同出售权的投资方（该等实际行使共同出售权的投资方合称"**共同出售权人**"）有权在收到上述第[8.01.7(b)(i)]款约定的转让通知后的三十（30）日内，向转让方递交书面通知，行使其共同出售权，通知中应列明该共同出售权人希望向受让方转让的股权份额。

(ii) 各共同出售权人可行使共同出售权的股权份额为转让方向受让方转让的股权的数份额与下述共同出售比例的乘积：共同出售比例＝该共同出售权人所持有的A轮优先股、B轮优先股及C轮优先股÷（全体共同出售权人所持有的A轮优先股、B轮优先股和C轮优先股＋转让方所持有的手回开曼股权）。虽有前述规定，如创始人直接或间接转让手回开曼股权（无论是通过单次交易还是系列交易）将导致手回开曼发生控制权变更的，则各投资方有权（但无义务）行使共同出售权的股权数额为该投资方持有的全部A轮优先股、B轮优先股和C轮优先股。

(iii) 如共同出售权人根据本第[8.01.7(c)]条的规定行使共同出售权的，受让方应（并且创始人应促使受让方）以相同的价格和条款条件收购共同出售权人行使共同出售权所要求出售的手回开曼股权。如果受让方以任何方式拒绝从行使本第[8.01.7(c)]条下的共同出售权的共同出售权人处购买股权，则转让方不得向受让方出售任何股权，除非在该出售或转让的同时，该转让方按转让通知所列的条款和条件从共同出售权人处购买该等股权。

(iv) 如果A轮投资方、B轮投资方及C轮投资方均明确表示其不行使第[8.01.7(c)(i)]条约定的共同出售权，则天使轮投资方届时可优先于其他股东与转让方共同向受让方出售其持有的天使轮优先股。

(d) 对于本协议项下预期的任何股权转让，各方同意配合完成该等股权转让所要求的一切法律程序，包括但不限于签署股权转让、其他相关的合同，在有关股东会决议、董事会决议中投票批准该等股权转让，进行资产评估（如需），以及在本协议规定的时限内取得[审批部门批准和企业登记主管部门]的登记及其他有关的政府批准和登记。

(e) 各方同意，手回开曼及其股东不应限制投资方对外转让其持有的手回开曼股权。如根据法律法规的相关规定，投资则转让股权需获得手回开曼及其股东的同意的，手回开曼及其股东在此同意放弃优先购买权并充分配合投资方完成股权转让。

(f) 违反本第[8.01.7]条约定进行的公司股权变动无效，各方不应承认违反本第[8.01.7]条约定进行的手回开曼股权变动，手回开曼也不得向违反本第[8.01.7]条约定取得手回开曼股权的任何人签发出资证明书或将其载入手回开曼的股东名册，各方与手回开曼也不得为违反本第[8.01.7]条约定进行的手回开曼股权变动相关的批准的申请与获得提供任何的帮助与配合。

8.01.8 反稀释：

(a) 自本协议生效日起，在手回开曼股东会已批准的前提下手回开曼发行任何新增股本或可转换为股份的权证票据（简称“额外增发”）时，投资方有权根据第[8.01.6]条的约定按同等价格和条件认购相应的全部或部分额外增发。但根据届时经手回开曼股东会和／或董事会根据本协议和公司章程的约定批准的员工持股计划而发行的股份／期权不在此限。

(b) 在额外增发发生时，手回开曼和创始人应保证额外增发的价格和条件不得比投资方获得A轮优先股、B轮优先股或C轮优先股的价格和条件更为优惠，如投资方同意额外增发，而额外增发的股份的每股认购价格（“**新低价格**”）优于投资方取得A轮优先股、B轮优先股和／或C轮优先股（为免歧义，不含天使轮投资方持有的天使轮优先股）对应的每股认购价格或C轮优先股投资价格（仅就C轮优先股而言），则作为反稀释保护措施，投资方有权自主选择以下任一种或多种方式保护其投资权益：（i）投资方有权以零对价或其它法律允许的最低对价进一步获得手回开曼发行的新股；（ii）要求创始人方和／或员工持股平台承担反稀释义务，由创始人方和／或员工持股平台以零对价或其他法律允许的最低价格向投资方转让其持有的股份；（iii）要求由承诺方以支付现金补偿的方式对投资方予以补偿，以使得额外增发后投资方为其所持有的C轮优先股对应的每一股所支付的平均对价不高于C轮加权平均价格，为其所持有的B轮优先股对应的每一股所支付的平均对价不高于B轮加权平均价格，为其所持有的A轮优先股对应的每一股所支付的平均对价不高于A轮加权平均价格。C轮加权平均价格、B轮加权平均价格和A轮价格加权平均价格的具体计算公式为：

C轮加权平均价格＝[(A+C)/(A+D)]xB

其中：“A”指额外增发前手回开曼已发行在外的股份总数；“B”指投资方根据股份认购协议取得C轮优先股的每股认购价格；“C”指假设按照投资方根据股份认购协议取得C轮优先股对应的每股认购价格进行额

外增发，该额外增发的融资额能购买的股权对应的手回开曼股份数；"D"指该额外增发的手回开曼股份数。
B轮加权平均价格＝[(A+C)/(A+D)]xB

其中："A"指额外增发前手回开曼已发行在外的股份总数；"B"指投资方根据股份认购协议取得B轮优先股的每股认购价格；"C"指假设按照投资方根据股份认购协议取得B轮优先股对应的每股认购价格进行额外增发，该额外增发的融资额能购买的股权对应的手回开曼股份数；"D"指该额外增发的手回开曼股份数。

A轮加权平均价格＝[(A+C)/(A+D)]xB

其中："A"指额外增发前手回开曼已发行在外的股份总数；"B"指投资方根据股份认购协议取得A轮优先股对应的每股认购价格；C"指假设按照投资方根据股份认购协议取得A轮优先股对应的每股认购价格进行额外增发，该额外增发的融资额能购买的股权对应的手回开曼股份数；"D"指该额外增发的手回开曼股份数。

(c) 如新低价格优于天使轮投资方根据股份认购协议中，天使轮投资方（包括信天创投）取得天使轮优先股的认购价格，则作为反稀释保护措施，天使轮投资方有权自主选择以下任一种方式保护其投资权益：（i）天使轮投资方有权以零对价或其它法律允许的最低对价进一步获得手回开曼发行的新股；（ii）要求创始人承担反稀释义务，由创始人以零对价或其他法律允许的最低价格向天使轮投资方转让其持有的股权；（iii）要求由创始人以支付现金补偿的方式对天使轮投资方予以补偿，以使得额外增发后天使轮投资方为其所持有的天使轮优先股对应的每一股所支付的平均对价不高于天使轮加权平均价格。具体计算公式为：

天使轮加权平均价格＝[(A+C)/(A+D)]xB

其中："A"指额外增发前手回开曼已发行在外的股份总数；"B"指天使轮投资方（包括信天创投）根据股份认购协议取得天使轮优先股对应的每股认购价格；"C" 指假设按照天使轮投资方（包括信天创投）根据股份认购协议取得天使轮优先股对应的每股认购价格进行额外增发，该额外增发的融资额能购买的股权对应的手回开曼股份数；"D"指该额外增发的手回开曼股份数。

(d) 投资方采取前述措施时，手回开曼及投资方以外的其他股东（且创始人方应促使手回开曼及投资方以外的其他股东）应予以完全配合。

(e) 尽管有前述的规定，受限于重组框架协议约定的条款和条件，投资方同意并承诺就根据重组框架协约定引入的境外第三方放弃本[8.01.8]条的权利。

8.01.9 拖售权：如果收到第三方购买手回开曼或集团公司（作为一个整体）全部或 绝大部分资产或业务或者手回开曼全部或者 50%以上股权的任何要约（不论是否为兼并、重组、资产转让、股权转让或其他交易，以下称"**公司出售**"），在经 C 轮投资方、B 轮投资方和红杉中国（下称"**拖售股东**"）一致同意且手回开曼估值不低于 7 亿美元或其等值人民币的情况下，手回开曼其他股东应当 （i）以与拖

售股东相同的方式就其持有的所有股权进行投票；（ii）避免就此次公司出售行使否决权；（iii）根据手回开曼或拖售股东的合理要求，签署和递送所有有关文件及采取其他支持此次公司出售的行动；（iv）如此次公司出售被设计为股权转让交易，应按与拖售股东相同的条件向第三方转让其持有的所有公司股权。

8.01.10 股份受限安排：

(a) 各方确认，直接或间接由创始人所拥有的手回开曼股权虽然归属于创始人方，但该等股权（"**创始人股权**"）受限于一项自B轮交割日起三（3）年期限的特别回购权（"**特别回购权**"）。根据该项特别回购权，自B轮交割日起三（3）年内，如未经投资方事先书面同意，任何创始人与手回开曼的劳动关系终止（下称"**回购权触发事项**"）则手回开曼有权在回购权触发事项发生后的一百八十（180）天内以零对价回购该创始人（下称"**离职创始人**"）在回购触发事项发生时所直接或间接持有的受限股权（见以下定义）。如由于开曼法律规定的原因，手回开曼回购受限股权不可实际执行；则作为替代方案，各投资方有权按照上述约定行使对受限股权的特别回购权。如投资方的人数不少于二（2）人，各投资方有权按照各投资方之间的相对持股比例（但不包括天使轮优先股）收购离职创始人的受限股权；如任何投资方怠于行使该等权利，其他投资方有权代为行使该等被怠于行使的权利。

(b) 在不影响第[8.01.7]条和第[8.01.10(a)]条项下对创始人股权所设置的转让和处置限制的前提下，创始人股权应根据后述时间表解除特别回购权限制，其中已解除特别回购权限制的股权称为"未受限股权"，未解除回购权限制的股权称为"受限股权"，全部创始人股权初始均为受限股权：于B轮交割日各创始人持有的创始人股权中的三分之一（1/3）解除特别回购权限制，并转换为未受限股权；于交割日起的每个月届满之日，各创始人持有的创始人股权中的五十四分之一（1/54）将解除特别回购权限制，并转换为未受限股权，前提是该创始人届时未发生回购权触发事项。如手回开曼上市或在上市之前被收购或兼并且收购方不继承对创始人的回购权，则创始人股权应立即转化为未受限股权。

(c) 各方同意如果任何创始人发生回购权触发事项，则手回开曼或投资方（按照第[8.01.10(a)]条约定的顺序行权）有权以书面通知该离职创始人的方式，以零对价收购该离职创始人届时的受限股权，并要求该离职创始人就其离职后有权继续持有的未受限股权的表决权签署形式和内容均令手回开曼和投资方满意的股权表决权委托书。但无论本协议其他条款如何约定，对于创始人（i）主动从公司离职，或（ii）因其违反中国法律或创始人和公司间的劳动合同或保密与不竞争协议导致为手回开曼所解聘；(iii）由于损害集团公司利益的行为而离开集团公司或从事集团公司竞争业务、(iv）参与或加入集团公司竞争对手以及（v）存在其他违反交易文件规定情形的离职，该创始人持有的未受限股权和受限股权，均将被手回开曼或投资方（按照第[8.01.10(a)]条约定的顺序行权）予以零对价受让。

(d) 离职创始人应在收到手回开曼或投资方（按照第[8.01.10(a)]条约定的顺序行权）上述书面通知后三十（30）日内，尽快签署相关股权转让协议、股权表决权委托书和其他相关文件，并采取所有手回开曼或投资方（按照第[8.01.10(a)]条约定的顺序行权）要求的措施，以尽快完成手回

开曼或投资方对离职创始人受限股权的收购以及未受限股权的表决权委托或收购，包括办理必要的变更登记。

9. 赔偿

9.01 作为A轮投资方、B轮投资方、C轮投资方分别进行《A轮增资协议》、《B轮增资协议》、《C轮增资协议》所述交易的前提及定价依据之一，以下可能将由任何集团公司承担的债务和责任或给任何A轮投资方、B轮投资方、C轮投资方（及其继承人、受让人、关联方、及A轮投资方、B轮投资方、C轮投资方向集团公司委派的董事（合称"**受偿人士**"）造成的任何损失应由承诺方予以补偿：（为免疑义，任何本条提及的A轮投资方、B轮投资方、C轮投资方，亦包括其原持有手回科技集团股权的关联方。）

9.01.1 因承诺方在本协议或股份认购协议项下的陈述或保证不真实、不准确、不完整或不充分而给任何A轮投资方、B轮投资方、C轮投资方或其受偿人士造成任何损失。

9.01.2 C轮投资方或其受偿人士或集团公司由于任何主体的诉求或第三方的任何权利主张或诉由而承受或产生的所有损失，而该等权利主张或诉由是由于交割之前出现或存在的任一承诺方或其任何关联方、董事、雇员等的任何作为、不作为、事件、条件、债务或负债导致的。

9.01.3 任何在C轮交割日前已产生或存在的债务、税费或责任，以及因C轮交割日之前发生或存在的事实、行为、原因等而使任何集团公司承担的债务、税费和责任等。

9.01.4 因任何集团公司在C轮交割日前的税务问题需要补交税款及其罚款或滞纳金。

9.01.5 因任何集团公司在C轮交割日前的员工社保问题需要补交社会保险、住房公积金及其罚款或滞纳金。

9.01.6 任何集团公司未能获得其存续和经营业务所必需的批准、许可或完成必要的登记、备案；或未按照所有适用于其的法律和政府命令从事业务；或其他违反适用于其的法律的行为。

9.01.7 任何集团公司因其在C轮交割日前从事或存在的不规范经营行为而应承担的债务、税费和责任。

9.01.8 任何承诺方违反本协议项下的承诺或义务而给任何C轮投资方或其受偿人士造成任何损失。

9.02 如果因第[9.01]条所述之事项导致A轮投资方、B轮投资方、C轮投资方或其受偿人士遭受损失（包括因任何集团公司资产减少而遭受的间接损失），创始人方以其所持的手回开曼股权且在该等股权变现价值的范围内和集团公司共同和连带地按照该A轮投资方、B轮投资方、C轮投资方的要求，在该A轮投资方、B轮投资方、C轮投资方通知后三十（30）个工作日内，通过集团公司或创始人方向A轮投资方、B轮投资方、C轮投资方支付赔偿款、手回开曼向该A轮投资方、B轮投资方、C轮投资方分配利润、手回开曼创始人方无偿向该A轮投资方、B轮投资方、C轮投资方转让股权进行补偿，以弥补该A轮投资方、B轮投资方、C轮投资方因此遭受的所有直接及间接损失。尽管

有前述规定，若承诺方存在欺诈、故意或重大过失的情形，则手回开曼创始人方在本协议项下的赔偿责任不以其所持的手回开曼股权或该等股权变现价值的范围为限。

10. 最优惠条款

10.01 C 轮投资方的权利应优先于、或至少相当于手回开曼所有其他股东（包括本协议签署后各轮新入股的其他股东）的权利；B轮投资方的权利应优先于、或至少相当于除C轮投资方以外的手回开曼所有其他股东（包括本协议签署后各轮新入股的其他股东）的权利；A 轮投资方的权利应优先于、或至少相当于除 B 轮投资方和 C 轮投资方以外的手回开曼所有其他股东（包括本协议签署后各轮新入股的其他股东）的权利。若手回开曼在未来进行融资时与其他投资方或手回开曼其他股东之间存在比本协议约定的条款更为优惠的投资待遇，则该等优惠待遇同样适用于投资方。

11. 终止

11.01 本协议第[2]条的规定下因第 2.01 条(3)-(11)款触发的手回开曼的回购义务（“特定事项回购权”）以及本协议第 [3]条的规定在手回开曼第一次向交易所提交上市申请表格之日终止并且再无进一步的效力（为免疑义，本协议第[2]条的规定下其他事项触发的回购权效力不受影响）。

11.02 如果特定事项回购权及本协议第 [3]条的规定根据本协议第[11.01]条的规定终止，各方确认并同意，如上市未能于第一次向交易所提交上市申请表格后 18 个月完成或手回开曼因任何原因决定撤回上市申请或上市申请被交易所拒绝/退回，则(a) 在前述事项发生孰早之日，根据本协议款项下授予的权利的终止应被自动复原，如同未曾提交上市申请表格，也未曾发生上市，对中止期间投资方应当享有前述各项权益具有追溯力，有关期间自动顺延；及(b) 经各股东事先书面一致同意，手回开曼股东有权要求和促使集团根据适用法律和手回开曼章程文件进行重组，让手回开曼股东、相关投资方关联方或手回开曼股东境内的关联方或手回开曼股东的指定方直接成为手回科技集团的股东，并签署各股东一致同意的股东协议，同时各方根据现有投资协议的权利义务恢复至本协议签署前的状态。

11.03 各方进一步同意，但如手回开曼在 2024 年 6 月 30 日之前提交了上市申请，投资方根据本协议第 2.01 条(1)款所享有的回购权（“IPO 回购权”）将在手回开曼第一次向交易所提交上市申请表格之日终止。但如上市未能于 2024 年 6 月 30 日之后 15 个月完成，或者手回开曼因任何原因决定撤回上市申请或上市申请被交易所拒绝/退回，则前述被终止的 IPO 回购权将在该等事项发生孰早之日自动恢复效力，对中止期间投资方应当享有的前述权益具有追溯力，有关期间自动顺延。

11.04 境内股东协议的所有签署方确认并同意（并应促使其关联方确认并同意），自本协议生效日、过渡期 VIE 协议签署并生效之日起(以两者中孰晚的日期为准)，原各相关方签署的境内股东协议自动终止。

11.05 本协议经各方签署及自生效日起生效，直至以下较早发生的事件效力终止：

(i) 各投资方不再直接或间接持有手回开曼的任何股权类证券；

(ii) 手回开曼只剩下一名股东；

(iii) 因适用法律硬性要求本协议终止；

(iv) 手回开曼完成上市之时；以及

(v) 各方一致书面同意终止本协议的其他日期，

当根据本协议规定进行转让后任何股东不再是手回开曼的直接或间接股东时，本协议（仅限针对该股东而言）应随即终止。

11.06 如果本协议根据本协议第[11.04]条的规定终止，本协议对有关股东应失效且没有任何进一步的效力及约束力，但是：

(a) 本协议第[7.01]、[7.02]、[11]、[13]、[14]、[15.04]、[15.05]和[16]条的规定在本协议终止后继续有效；和

(b) 除非各方另有协议，任何终止不会影响任何一方针对其他方在该终止前发生的任何本协议任何规定被违反的情况应享有的权利。

12. 成本

每一方应自行支付其特此同意支付的，因本协议产生的或与之有关的成本，除非重组协议、认购协议或其各自附属文件另有规定。

13. 公告

本协议每一方承诺，不会做出与本协议有关的任何公告，除非适用法律、手回开曼章程文件、上市规则或其他相关证券交易所的规则、交易所或与上市有关的任何其他机构要求，或者除非本协议其他方已同意做出该等公告（不得不合理地拒绝授予或延迟授予该等同意）。

14. 保密

14.01 受限于本协议第[13]和[14.02]条，每一方应对因签署或履行本协议而收到或获得的，与下述各项有关的所有信息严格保密：

(a) 本协议规定；

(b) 与本协议有关的谈判；

(c) 本协议的标的；或者

(d) 其他方。

14.02 如果(a)其他方已就披露授予了事先书面批准（不得不合理地拒绝或延迟授予该等批准），但是，如果任何适用法律、手回开曼章程文件、上市规则或其他相关证券交易所的规则、交易所或者任何其他机构要求进行披露，或者披露是根据上市规则和/或其他相关证券交易所的规则和/或交易所和/或证监会的任何要求进行的，则无需获得该等批准或同意；或(b) 为满足一方履行本协议义务、内部报告或审计义务而有必要向其雇员、董事、股东、成员、代表、顾问、其他专业人员、关联方 和/或基金管理人披露，或向该方提供债务或股权融资的任何人士以及任何从该方收购手回开曼股权证券的人士披露，在每一种情况下均应仅基于"需要了解"的情形，并且前提是该等主体均应被告知相关信息的机密性质，那么该一方可披露保密信息。保密信息不包括下列信息：(a) 在披露时已经存在于公共领域的；(b) 在披露后并非由于有关一方的作为或不作为而成

为公共领域一部分的；(c) 在由一方披露之前已经由另外一方所持有的；或(d) 由有关一方合法地通过第三方获得的。

14.03 本协议第[14]条中包含的限制应在本协议签署之日后或者本协议终止后继续适用，不受时间限制。

15. 与本协议有关的规定

15.01 如果本协议规定与手回开曼章程文件（本协议除外）或任何其他集团公司的章程文件的规定不一致，对于股东来说，应以本协议的规定为准。在适用法律、上市规则或其他相关证券交易所的规则允许的情况下，手回股东应确保及时修订手回开曼章程文件（本协议除外）及任何其他集团公司的章程文件，使有关规定一致。

15.02 各方同意，如果本协议或股份认购协议的任何规定不被交易所和/或证监会所接受，其将善意地与上市保荐人和手回开曼合作制定可被交易所和/或证监会接受的替代安排（可能涉及各方修订、豁免和/或放弃本协议或股份认购协议项下的某些权利），而且每一方应尽所有合理努力就上述程序与其他方合作，以尽可能保护每一方在本协议或股份认购协议项下的权利和权益。尽管有以上规定，各方同意，如果因故未能于提交上市申请表格后 18 个月完成上市，或该等上市申请被否决、撤回，则根据本协议第[15.02]条修改的条款应被自动复原。

15.03 各方的继承人和经允许的受让人应享有本协议赋予该方的利益，并受制于本协议的规定。任何股东在本协议项下的任何权利可转让给不违反本协议条款受让该股东转让股份的任何人，但该人应签署格式基本上符合本协议附件三的守约书。

15.04 除在董事会授权的情况下，任何股东不得单独因其股东的身份而成为手回开曼的代理人，或有权代表手回开曼行事或使其行为对手回开曼产生约束力。任何股东应对其违反本条规定采取的行动而对手回开曼或者各其他股东（视情况而定）可能在任何时候因上述违反而遭受的、或承担责任的任何损失、权利要求、损害、责任、判决、罚款、义务、开支和任何类型或性质的责任（包括但不限于有关任何待决或可能的法律诉讼或程序中发生的和为解决任何调查、法律或其他开支）自行负责，并对手回开曼或其他股东对由此引起的损害进行赔偿。本条款的规定在本协议终止后继续有效。

尽管有前述约定，各主要附属公司承诺，其将为手回开曼履行本协议项下的义务及责任（包括但不限于第 2 条约定的回购义务等）提供连带保证责任。

15.05 各股东明确无意在此依据任何司法辖区合伙法律成立合伙，无论是一般合伙制或有限合伙制。股东无意因其股东地位与另一股东或与第三方成为合伙人，或在股东之间建立信托关系。本协议项下的各项股东义务应作为独立的义务，且各投资方控股公司为独立的合同方，互相不承担连带责任。

15.06 对本协议的修改，如果要对本协议的一方或多方发生效力，需要取得上述一方或多方的同意，否则对该方不生效。

15.07 每一方应为使本协议条款生效而开展并签署或者促使开展并签署所有必要的其他行动、契约、事宜和文件。

15.08 在可能的情况下，本协议的每一项规定应按照根据所有适用法律是有效、合法且可强制执行的方式解释。但是，如果本协议任何规定根据任何司法管辖区的适用法律是无效的、非法的或者不可强制执行的，该等规定应被视为针对该司法管辖区进行了修订，

从而符合该适用法律的最低要求，或者如因任何原因其没有被视为进行了该等修订，其应仅在该等无效、非法或可强制执行性受限的范围内是无效的、非法的或者不可强制执行的，不影响本协议的其他规定，或者该等规定在任何其他司法管辖区的有效性、合法性或可强制执行性。

15.09 根据本协议发出或做出的每一份通知、要求或其他通信应采用书面形式，并且应交付或发送至有关方。

以上述方式发给有关方的任何通知、要求或其他通信应在下述时间视为已送达，(a)如通过信函方式发出或做出，于实际交付到有关地址时，和(b)如通过电邮方式发送或做出，于发送时。

15.10 尽管本协议中包含任何规定，如果任何一方（因其中一方违约之外的任何原因以及除本协议规定之外的任何原因）未根据本协议条款履行其在本协议项下的义务，守约方可采取法律程序对本协议执行特定履行。本条款不应阻止或者不应视为阻止该方采取可执行其在本协议或其他规定项下权利的措施或救济。本条款不应阻止该方获得除违约金外代表因其他方违约而需支付的利息或损失的损害赔偿金。该方不应行使该等权利，除非其已经以书面形式向其他方发出通知，要求其他方在收到该等通知后十四(14)天内予以补救，而且其他方未能履行该等通知。各方同意，各方有权寻求禁制令来阻止其他方违反本协议，且有权寻求实际履行令来强制执行本协议条款和规定，而无须提供保证金或其他担保或给予任何提前通知。

15.11 拥有任何权利、利益及／或权益之任何一方，能随时向本协议所有其他方发出 书面通知，单方面豁免、减少、解除或退让任何其于本协议项下之权利、利益及权益，或向本协议任何其他方授出延限或任何其他形式的优待，届时本协议余下条款的合法性、有效性及可执行性，以及其他方未获豁免于其项下的任何其他责任和义务，均不受影响或损害。本协议项下任何权利、利益及／或权益之豁免或优待，不构成各方之间的新协议。

15.12 本协议可签署一份或多份文本，每一份对签署方均具有约束力，但所有各份应共同构成一份文件。为避免疑义，在由明确是本协议当事方的所有人士或其代表签署前，本协议不对本协议任何一方具有约束力。

15.13 对于本协议提及的任何日期或期间，以及本协议各方通过协议或其他方式约定的替代该等日期或期间的任何日期或期间而言，时间是非常重要的。

15.14 任何一方推迟或疏于行使因任何其他方违约而享有的任何权利、权力或救济，不会损害所述非违约方的所述任何权利、权力或救济，也不得将其解释为该方豁免或默许所述违约，或豁免或默许之后发生的任何类似违约；豁免任何一次违约，也不得视为豁免方豁免之前或之后发生的任何其他违约。任何一方对本协议项下违约的任何种类或特点的豁免、准许、同意或批准，或任何一方对本协议任何条款或条件的放弃，必须以书面形式作出，且仅在所述书面形式明确列明的范围内有效。

15.15 本协议的权利或限制应将各方在本协议或其他有效力的协议（包括股份认购协议和其附属文件）项下各项和所有不同的权利、权力和救济视为独立。于违反本协议时，该方根据适用法律或衡平法可享有的任何其他权利、权力和救济，可累计使用。

15.16 除非本协议另有明确约定，非为本协议当事方的第三人不得享有《合约（第三者权利）条例》（香港法例第 623 章）项下之权利以执行或享有任何本协议之利益。即使本协

议中有任何其他规定，于任何时间均不需要非为本协议当事方的第三人之同意以解除或变更本协议。

15.17 尽管有任何其他规定，本协议不限制、不影响及不损害在重组协议、认购协议和其各自附属文件及其他相关文件中规定享有之权利，也不限制、不影响及不损害任何人为实现或履行重组协议、认购协议和其各自附属文件及其他相关文件其中约定或条款而作之任何交易或行为。

16. 法律和司法管辖区

16.01 本协议应在所有方面受香港法律管辖并据以进行解释。

16.02 本协议（包括但不限于：（1）任何有关合约性、合约前或非合约性权利、义务或责任的问题；和（2）任何有关本协议的存在、效力或终止或违约的问题）以任何方式引起任何争议、纠纷或索赔（"**争议**"）或与其相关的事宜应提交至香港国际仲裁中心（"**HKIAC**"），由 HKIAC 根据仲裁通知提交之时生效的 HKIAC 仲裁规则（"**规则**"）实施的具约束力仲裁予以最终解决，所述仲裁通知应根据规则提交，并应将所述规则视为通过引述方式纳入本协议第[16.02]条，并可通过本协议第[16.02]条其他规定加以修订。仲裁庭的任何裁决或命令应该在当事人之间是最终并且有约束力的。本协议第[13] 条的任何条款不得被解释为阻碍任何当事人在任何有权司法管辖区的任何法院寻求临时措施。

16.03 仲裁庭（"**仲裁庭**"）应由三名按照规则任命的仲裁员组成。

16.04 仲裁地应为香港。仲裁程序所用语言应为中文。仲裁庭的任何裁决应以书面形式作出，应是终局的且自作出之日起对各方有约束力。各方承诺毫不拖延地执行任何裁决。

16.05 除规则或香港适用法律有所规定外，通过本协议第[16]条处理的争议所引起的所有费用将由 HKIAC 仲裁为败方的一方负责。

17. 确认

各方确认，在准备本协议和与之有关的任何其他文件时，各手回股东和各投资方在签署本协议和与之有关的任何其他文件前已采取其认为适宜的，所有必要的独立法律意见。

（以下无正文）

附件一

第一部分

各创始人公司的详情

各创始人公司	公司编号	成立地点
Little Green Light Ltd （"光耀 BVI-1"）	2033628	维尔京
MallocLuke Ltd （"韩立炜 BVI-1"）	2033634	维尔京
Plmm Ltd （"刘丽 BVI-1"）	2033638	维尔京
Little Blue Light Ltd （"光耀 BVI"）	2128780	维尔京
Convolution Ltd （"韩立炜 BVI"）	2129201	维尔京
Plmmliu Ltd （"刘丽 BVI"）	2129377	维尔京

第二部分

各投资方的详情

各投资方	统一社会信用代码	成立地点	注册地址
嘉兴极地信天壹期投资合伙企业（有限合伙）（"**信天创投**"）	9133040230751353XN	中国	浙江省嘉兴市南湖区南江路 1856 号基金小镇 3 号楼 112 室-23
天津聚新科技发展合伙企业（有限合伙）（"**聚新科技**"）	91120118MA07B3AB5E	中国	天津自贸试验区（东疆保税港区）澳洲路 6262 号查验库办公区 202 室（天津东疆商务秘书服务有限公司自贸区分公司托管第 3892 号）
北京雨澄管理咨询中心（有限合伙）（"**红杉中国**"）	91110114344331153A	中国	北京市朝阳区三间房双桥路 3 号四层 04013
上海纬镛企业管理合伙企业（有限合伙）（"**经纬**"）	91330185MA27XF067P	中国	中国（上海）自由贸易试验区创新西路 778 号
西藏聚智创业投资有限公司持股主体（"**聚智**"）	91540091064690434 0	中国	拉萨市经济技术开发区林琼岗路 16 号孵化园 1 号厂房三层 2 号 3203
天津歌斐诺辰企业管理合伙企业（有限合伙）（"**歌斐诺辰**"或"**C 轮投资方**"）	91120116MA8296G6XK	中国	天津滨海高新区塘沽海洋科技园宁海路 872 号文峰大厦 1210 室（天津锦信商务秘书有限公司托管第 0661 号）

在本协议中，聚新科技及信天创投（就其享有的天使轮优先股而言）合称"天使轮投资方"，信天创投（就其享有的 A 轮优先股而言）及红杉中国合称"A 轮投资方"，经纬及聚智合称"B 轮投资方"。

第三部分

各员工持股平台的详情

各员工持股平台	公司编号	成立地点
Xiaoyusan Limited	2132346	维尔京
Vitality Innovations Limited	2138227	维尔京

第四部分

各主要附属公司/合并联属实体的详情

各主要附属公司	公司编号/统一社会信用代码	成立地点
Shouhui Holding Limited（“**手回 BVI**”）	2129711	维尔京
Shouhui Tech H.K. Limited 手回科技集團有限公司（“**手回香港**”）	3310660	香港
天津手回投资有限公司（“**手回天津**”）	91120116MA829J9R2J	中国
深圳手回科技集团有限公司（“**手回科技集团**”）	91440300326462475E	中国
深圳手回创想科技有限公司（“**手回创想**”）	91440300MA5EWEWQ83	中国

第五部分

通知地址

就本协议项下的所有通知，应向各方的如下联系方式发送：

(1) 手回开曼、各主要附属公司及其他集团公司实体：

联系人：光耀

联系地址：广东省深圳市南山区科技园高新区南区粤兴一道 9 号香港科技大学深圳产学研大楼 313-6

电话号码：18603014055

电子邮箱：house@shouhui-tech.com

(2) 光耀、光耀 BVI-1、光耀 BVI

联系地址：广东省深圳市南山区科技园高新区南区粤兴一道 9 号香港科技大学深圳产学研大楼 313-6

电话号码：18603014055

电子邮箱：house@shouhui-tech.com

(3) 韩立炜、韩立炜 BVI-1、韩立炜 BVI

联系地址：广东省深圳市南山区科技园高新区南区粤兴一道 9 号香港科技大学深圳产学研大楼 313-6

电话号码：18665815566

电子邮箱：luke@shouhui-tech.com

(4) 刘丽、刘丽 BVI-1、刘丽 BVI

联系地址：广东省深圳市南山区科技园高新区南区粤兴一道 9 号香港科技大学深圳产学研大楼 313-6

电话号码：18926544566

电子邮箱：lily@shouhui-tech.com

(5) 信天创投

联系人：张俊熹

联系地址：深圳福田区上梅林凯丰路 10 号湾区国际金融科技城（翠林大厦）20 层

电话号码：18566762700

电子邮箱：zhangjx@avcapital.cn

(6) 红杉中国

联系人： 齐月、刘梦迪

联系地址：中国北京市朝阳区建国路 77 号华贸中心 3 号写字楼 3606 室

电话号码： 13524790848、+86 10 8447 5668 803

电子邮箱： lqi@hongshan.com、mdliu@hongshan.com

(7) 经纬

联系人：徐传陞

联系地址：北京市朝阳区东三环北路 38 号院 1 号楼泰康金融大厦 2601 室

电话号码：010-6500 0088

电子邮箱：david.su@matrixpartners.com.cn、notice@matrixpartners.com.cn

(8) 天士力：

联系人：刘涛

联系地址：天津市北辰区普济河东道 2 号天士力现代中药城新董事楼

电话号码：18502201512

电子邮箱：liutao89@tasly.com

(9) C 轮投资方

联系人：叶钢

联系地址：上海市杨浦区长阳路 1687 号长阳创谷 2 号楼歌斐资产

电话号码：13918103843

电子邮箱：Byron.ye@gopherasset.com

附件二

本守约书由以下双方于20[　]年___月___日签订：

(1) **Shouhui Tech Limited**，一家在开曼群岛成立的公司，其注册地址为 Vistra (Cayman) Limited, P. O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1 - 1205 Cayman Islands（"**手回开曼**"）；以及

(2) [**新股东名称**]，一家根据[组建管辖区]法律组建及存续的公司，其注册办事处位于[　　]（"**新股东**"）。

事实陈述：

(A) 在20[　]年[　]月[　]日，**手回开曼**、其**股东**及其他方签订了一份股东协议（"**股东协议**"），本守约书模版作为**股东协议**之附件三。

(B) **新股东**希望获得[　　]（"**原股东**"）将**手回开曼**股本中[　股]的股份（"**股份**"）[分配/转让给他/她/它]，并且按照**股东协议**第[15.03]条的规定]/[认购**手回开曼**股本中[　股]的股份（"**股份**"），并且按照**股东协议**第[8.01.6]条的规定]，同意签订本守约书。

(C) **手回开曼**代表本身并作为**手回开曼**所有现有**股东**的代理人签订本守约书。

本守约书现证明如下：

1. 解释

在本守约书中，除非上下文另有规定，**股东协议**中定义的所有词语和用语在本守约书中使用时应具有相同的含义。

2. 承诺

新股东特此向**手回开曼**（作为所有现在或之后受**股东协议**约束的其他人的信托人）及**手回开曼**本身承诺，**新股东**将遵守**股东协议**和书面明确作为**股东协议**补充或附属文件及其他相关文件的全部文件所规定[持有与[**股份**]属于同一类别股份的**股东**]/[**原股东**]的所有**责任**、承担和义务并受该等**责任**、承担和义务的约束，如同**新股东**自**股东协议**签署之日起，即为**股东协议**的原当事方一样。

3. 强制执行性

股东和**手回开曼**均有权对**新股东**强制执行**股东协议**，且**新股东**在任何情况下均享有[持有与[**股份**]属于同一类别股份的**股东**]/[**原股东**]在**股东协议**项下的所有权利和利益（不可转让的权利和利益除外），如同**新股东**自**股东协议**签署之日起，即为**股东协议**的原当事方一样。

4. 其他

为免疑义，就算**手回开曼**没有签订本守约书，只要**新股东**签订本守约书，并且按照适用法律、手回开曼章程文件、**股东协议**的规定进行[认购/转让] [**股份**]，该等[认购/转让]和**股东协议**项下的责任、承担、义务、权利和利益的转让将被视作完成和满足。

5. 适用法律

本守约书适用香港法律并据其解释。

鉴于此，本守约书已于文首所载日期以契约形式签署。

Shouhui Tech Limited	)
正式授权代表[•]	)
以 **Shouhui Tech Limited**	)
的名义以契约形式	)
签署、盖章及交付	)
见证人：	)
	)
[新股东名称]	)
正式授权代表[•]	)
以[**新股东**]的	)
名义以契约形式	)
签署、盖章及交付	)
见证人：	)

签署

本协议已于文首书明的年份和日期签署，以昭信守。

手回开曼

由	)	
经正式授权代表	)	
Shouhui Tech Limited	)	
	)	
	)	
	)	.....
	)	通过签署本协议，签字人
	)	保证其已被正式授权代表
	)	**Shouhui Tech Limited**
	)	签署本协议

【Shouhui Tech Limited《股东协议》签字页】

各创始人

.....

光耀

【Shouhui Tech Limited《股东协议》签字页】

.....

韩立炜

【Shouhui Tech Limited《股东协议》签字页】

.....

刘丽

【Shouhui Tech Limited《股东协议》签字页】

<u>各创始人公司</u>

由)
经正式授权代表)
Little Green Light Ltd)
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) 通过签署本协议，签字人
) 保证其已被正式授权代表
) **Little Green Light Ltd**
) 签署本协议

【Shouhui Tech Limited《股东协议》签字页】

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经正式授权代表)
MallocLuke Ltd)
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) 签署本协议

【Shouhui Tech Limited《股东协议》签字页】

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经正式授权代表)
Plmm Ltd)
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通过签署本协议，签字人
保证其已被正式授权代表
Plmm Ltd
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

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经正式授权代表)
Little Blue Light Ltd)
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通过签署本协议，签字人
保证其已被正式授权代表
Little Blue Light Ltd
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由)
经正式授权代表)
Convolution Ltd)
)
)
) .....
) 通过签署本协议，签字人
) 保证其已被正式授权代表
) **Convolution Ltd**
) 签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由
经正式授权代表
Plmmliu Ltd

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通过签署本协议，签字人
保证其已被正式授权代表
Plmmliu Ltd
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

各投资方

由)
经正式授权代表)
嘉兴极地信天壹期投资合伙企业（有限合伙）)
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) 通过签署本协议，签字人
) 保证其已被正式授权代表
) **嘉兴极地信天壹期投资合伙企业（有限合伙）**
) 签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由)
经正式授权代表)
天津聚新科技发展合伙企业（有限合伙）)
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通过签署本协议，签字人
保证其已被正式授权代表
天津聚新科技发展合伙企业（有限合伙）
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由
经正式授权代表
北京雨澄管理咨询中心（有限合伙）

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通过签署本协议，签字人
保证其已被正式授权代表
北京雨澄管理咨询中心（有限合伙）
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由)
经正式授权代表)
上海纬镛企业管理合伙企业（有限合伙）)
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保证其已被正式授权代表
上海纬镛企业管理合伙企业（有限合伙）
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由)
经正式授权代表)
西藏聚智创业投资有限公司)
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通过签署本协议，签字人
保证其已被正式授权代表
西藏聚智创业投资有限公司
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由
经正式授权代表
天津歌斐诺辰企业管理合伙企业（有限合伙）

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通过签署本协议，签字人
保证其已被正式授权代表
天津歌斐诺辰企业管理合伙企业（有限合伙）
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

<u>各员工持股平台</u>

由
经正式授权代表
Xiaoyusan Limited

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通过签署本协议，签字人
保证其已被正式授权代表
Xiaoyusan Limited
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

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经正式授权代表)
Vitality Innovations Limited)
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保证其已被正式授权代表
Vitality Innovations Limited
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

<u>各主要附属公司</u>

由)
经正式授权代表)
Shouhui Holding Limited)
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) 保证其已被正式授权代表
) **Shouhui Holding Limited**
) 签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由)
经正式授权代表)
Shouhui Tech H.K. Limited)
手回科技集團有限公司)
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) 通过签署本协议，签字人
) 保证其已被正式授权代表
) **Shouhui Tech H.K. Limited**
) **手回科技集團有限公司**
) 签署本协议

【Shouhui Tech Limited《股东协议》签字页】

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经正式授权代表)
天津手回投资有限公司)
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通过签署本协议，签字人
保证其已被正式授权代表
天津手回投资有限公司
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由)
经正式授权代表)
深圳手回科技集团有限公司)
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) 通过签署本协议，签字人
) 保证其已被正式授权代表
) **深圳手回科技集团有限公司**
) 签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由)
经正式授权代表)
深圳手回创想科技有限公司)
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通过签署本协议，签字人
保证其已被正式授权代表
深圳手回创想科技有限公司
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

附件四

新组织章程大纲及细则格式

SECOND AMENDED AND RESTATED MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

Shouhui Tech Limited
手回科技有限公司

(adopted by a special resolution passed on the ___ day of _____ 2024)

Incorporated on the 3rd day of August, 2023

INCORPORATED IN THE CAYMAN ISLANDS

THE COMPANIES ACT (AS AMENDED)
Exempted Company Limited by Shares

SECOND AMENDED AND RESTATED

MEMORANDUM OF ASSOCIATION

OF

Shouhui Tech Limited
手回科技有限公司

(adopted by a special resolution passed on the ___ day of _____ 2024)

1. The name of the Company is Shouhui Tech Limited.

2. The Registered Office of the Company shall be at 89 Nexus Way, Camana Bay, Grand Cayman, KY1-9009, Cayman Islands or at such other place as the Directors may from time to time decide.

3. The objects for which the Company is established are unrestricted and shall include, but without limitation, the following:

   (a) (i) To carry on the business of an investment company and to act as promoters and entrepreneurs and to carry on business as financiers, capitalists, concessionaires, merchants, brokers, traders, dealers, agents, importers and exporters and to undertake and carry on and execute all kinds of investment, financial, commercial, mercantile, trading and other operations.

   (ii) To carry on whether as principals, agents or otherwise howsoever the business of realtors, developers, consultants, estate agents or managers, builders, contractors, engineers, manufacturers, dealers in or vendors of all types of property including services.

   (b) To exercise and enforce all rights and powers conferred by or incidental to the ownership of any shares, stock, obligations or other securities including without prejudice to the generality of the foregoing all such powers of veto or control as may be conferred by virtue of the holding by the Company of some special proportion of the issued or nominal amount thereof, to provide managerial and other executive, supervisory and consultant services for or in relation to any company in which the Company is interested upon such terms as may be thought fit.

(c) To purchase or otherwise acquire, to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of and deal with real and personal property and rights of all kinds and, in particular, mortgages, debentures, produce, concessions, options, contracts, patents, annuities, licences, stocks, shares, bonds, policies, book debts, business concerns, undertakings, claims, privileges and choses in action of all kinds.

(d) To subscribe for, conditionally or unconditionally, to underwrite, issue on commission or otherwise, take, hold, deal in and convert stocks, shares and securities of all kinds and to enter into partnership or into any arrangement for sharing profits, reciprocal concessions or cooperation with any person or company and to promote and aid in promoting, to constitute, form or organise any company, syndicate or partnership of any kind, for the purpose of acquiring and undertaking any property and liabilities of the Company or of advancing, directly or indirectly, the objects of the Company or for any other purpose which the Company may think expedient.

(e) To stand surety for or to guarantee, support or secure the performance of all or any of the obligations of any person, firm or company whether or not related or affiliated to the Company in any manner and whether by personal covenant or by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital or by any such method and whether or not the Company shall receive valuable consideration thereof.

(f) To engage in or carry on any other lawful trade, business or enterprise which may at any time appear to the Directors of the Company capable of being conveniently carried on in conjunction with any of the aforementioned businesses or activities or which may appear to the Directors or the Company likely to be profitable to the Company.

In the interpretation of this Memorandum of Association in general and of this Clause 3 in particular no object, business or power specified or mentioned shall be limited or restricted by reference to or inference from any other object, business or power, or the name of the Company, or by the juxtaposition of two or more objects, businesses or powers and that, in the event of any ambiguity in this clause or elsewhere in this Memorandum of Association, the same shall be resolved by such interpretation and construction as will widen and enlarge and not restrict the objects, businesses and powers of and exercisable by the Company.

4. Notwithstanding the generality of the objects stated in this Memorandum of Association, as of the date of establishment, the nature of business of the Company is pure equity holding.

5. Except as prohibited or limited by the Companies Act (As Amended), the Company shall have full power and authority to carry out any object and shall have and be capable of from time to time and at all times exercising any and all of the powers at any time or from time to time exercisable by a natural person or body corporate in doing in any part of the world whether as principal, agent, contractor or otherwise whatever may be considered by it necessary for the attainment of its objects and whatever else may be considered by it as incidental or conducive thereto or consequential thereon, including, but without in any way restricting the generality of the foregoing, the power to make any alterations or amendments to this Memorandum of Association and the Articles of Association of the Company considered necessary or convenient in the manner set out in the Articles of Association of the Company, and the power to do any of the following acts or things, viz: to pay all expenses of and incidental to the promotion, formation and incorporation of the Company; to register the Company to do business in any other jurisdiction; to sell, lease or dispose of any property of the Company; to draw, make, accept,

endorse, discount, execute and issue promissory notes, debentures, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments; to lend money or other assets and to act as guarantors; to borrow or raise money on the security of the undertaking or on all or any of the assets of the Company including uncalled capital or without security; to invest monies of the Company in such manner as the Directors determine; to promote other companies; to sell the undertaking of the Company for cash or any other consideration; to distribute assets in specie to Members of the Company; to make charitable or benevolent donations; to pay pensions or gratuities or provide other benefits in cash or kind to Directors, officers, employees, past or present and their families; to purchase Directors and officers liability insurance and to carry on any trade or business and generally to do all acts and things which, in the opinion of the Company or the Directors, may be conveniently or profitably or usefully acquired and dealt with, carried on, executed or done by the Company in connection with the business aforesaid PROVIDED THAT the Company shall only carry on the businesses for which a licence is required under the laws of the Cayman Islands when so licensed under the terms of such laws.

6. The liability of each Member is limited to the amount from time to time unpaid on such Member's shares.

7. The share capital of the Company is US$50,000.00 divided into (i) 4,994,679,820 ordinary shares of a nominal or par value of US$0.00001 each (the "**Ordinary Shares**"); (ii) 894,847 redeemable and convertible series angel preferred shares of US$0.00001 each ("**Series Angel Preferred Shares**"); (iii) 1,432,333 redeemable and convertible series A preferred shares of US$0.00001 each ("**Series A Preferred Shares**"); (iv) 1,572,430 redeemable and convertible series B preferred shares of US$0.00001 each ("**Series B Preferred Shares**"); and (v) 1,420,570 redeemable and convertible series C preferred shares of US$0.00001 each ("**Series C Preferred Shares**", the Series Angel Preferred Shares, Series A Preferred Shares, the Series B Preferred Shares and the Series C Preferred Shares are collectively referred to herein as the "**Preferred Shares**"), with power for the Company insofar as is permitted by law, to redeem or purchase any of its shares and to increase or reduce the said capital subject to the provisions of the Companies Act (As Amended) and the Articles of Association and to issue any part of its capital, whether original, redeemed or increased with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether declared to be preference or otherwise shall be subject to the powers hereinbefore contained PROVIDED ALWAYS that, notwithstanding any provision to the contrary contained in this Memorandum of Association, the Company shall have no power to issue bearer shares, warrants, coupons or certificates.

7A. Each Ordinary Share shall be junior and subordinate to the rights of each of the Preferred Shares pursuant to this Memorandum of Association and the Articles of Association of the Company. Each Series Angel Preferred Share shall be junior and subordinate to the rights of each of the Series A Preferred Shares except as otherwise stated herein. Each Series Angel Preferred Share and Series A Preferred Share shall be junior and subordinate to the rights of each of the Series B Preferred Shares except as otherwise stated herein. Each Series Angel Preferred Share, Series A Preferred Share and Series B Preferred Share shall be junior and subordinate to the rights of each of the Series C Preferred Shares except as otherwise stated herein.

8. If the Company is registered as exempted, its operations will be carried on subject to the provisions of Section 174 of the Companies Act (As Amended) and, subject to the provisions of the Companies Act (As Amended) and the Articles of Association, it shall have the power to register by way of continuation as a body corporate limited by shares under the laws of any jurisdiction outside the Cayman Islands and

to be deregistered in the Cayman Islands.

THE COMPANIES ACT (AS AMENDED)
Exempted Company Limited by Shares

SECOND AMENDED AND RESTATED

ARTICLES OF ASSOCIATION

OF

Shouhui Tech Limited
手回科技有限公司

(adopted by a special resolution passed on the ___ day of _____ 2024)

1. In these Articles Table A in the Schedule to the Statute does not apply and, unless there be something in the subject or context inconsistent therewith,

"Appendix"	Means the Appendix to these Articles.
"Articles"	Means the Memorandum of Association and the Articles as originally framed or as from time to time altered by Special Resolution.
"Auditors"	means the persons for the time being performing the duties of auditors of the Company.
"Business Day"	means a day other than a Saturday or Sunday or any other day on which commercial banks located in the Cayman Islands or the Hong Kong Special Administrative Region are authorised or obligated by applicable laws to close.
"Company"	means the above named Company.
"Consolidated Affiliated Entity(ies)"	means the entity(ies) controlled by the Company through contractual arrangements.
"debenture"	means debenture stock, mortgages, bonds and any other such securities of the Company whether constituting a charge on the assets of the Company or not.
"Directors"	means the directors for the time being of the Company.
"dividend"	includes bonus.

"Employee Stock Ownership Platforms"	means Xiaoyusan Limited and Vitality Innovations Limited.
"Founders"	means Mr. Yao Guang (光耀), Mr. Liwei Han (韩立炜) and Ms. Li Liu (刘丽).
"Founders Companies"	means Little Green Light Ltd, MallocLuke Ltd, Plmm Ltd, Little Blue Light Ltd, Convolution Ltd and Plmmliu Ltd.
"Founders Parties"	means the Founders and the Founders Companies.
"fully paid"	shall bear the meaning as ascribed to it in the Statute.
"Gopher"	means Tianjin Gopher Nuochen Enterprise Management Partnership (Limited Partnership) (天津歌斐诺辰企业管理合伙企业（有限合伙）).
"Group"	means the Company and its (holding or to be held, directly or indirectly) subsidiary(ies) or Consolidated Affiliated Entity(ies).
"Group Company(ies)"	means the Company or any of its (holding or to be held, directly or indirectly) subsidiary(ies) or consolidated affiliated entity(ies).
"Investor(s)"	means Series Angel Investors, Series A Investors, Series B Investors and Series C Investor.
"Issue Price"	means the applicable issue price at which the relevant Preferred Shares issued to the Members.
"Jidixintian"	means Jiaxing Jidixintian I Capital Partnership (L.P.) (嘉兴极地信天壹期投资合伙企业（有限合伙）)
"Listing Rules"	means Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.
"Matrix"	means Shanghai Weiyong Enterprise Management Partnership (Limited Partnership) (上海纬镛企业管理合伙企业（有限合伙）).
"Member"	shall bear the meaning as ascribed to it in the Statute.
"month"	means calendar month.
"paid-up"	means paid-up and/or credited as paid-up.
"Qualified Public Offering"	means a public offering of the Ordinary Shares of the Company on The Stock Exchange of Hong Kong Limited.
"registered office"	means the registered office for the time being of the Company.

"Seal"	means the common seal of the Company and includes every duplicate seal.
"Secretary"	includes an Assistant Secretary and any person appointed to perform the duties of Secretary of the Company.
"Sequoia China"	means Beijing Yucheng Management Consulting Center (Limited Partnership) (北京雨澄管理咨询中心（有限合伙）).
"Series A Investors"	means Jidixintian (in terms of the Series A Preferred Shares it holds) and Sequoia China.
"Series Angel Investors"	means Tianiin Juxin Technology Development Partnership (Limited Partnership) (天津聚新科技发展合伙企业（有限合伙）) and Jidixintian (in terms of the Series Angel Preferred Shares it holds).
"Series B Investors"	means Matrix and Tibet Juzhi Venture Capital Limited Liability Company (西藏聚智创业投资有限公司).
"Series C Investors"	means Gopher.
"share"	includes a fraction of a share.
"Share Subscription Agreement"	means the share subscription agreement entered into by (among others) the Company, the Founders, the Founders Companies and the Investors, dated _____, 2024.
"Shareholder Agreement"	means the shareholder agreement entered into by (among others) the Company, the Founders, the Founders Companies, the Employee Stock Ownership Platforms and the Investors, dated _____, 2024. To the extent as permitted pursuant to applicable laws, these Articles and the Appendix shall be subject to the Shareholder Agreement and to the extent there is any inconsistency or conflict between these Articles, the Appendix and the Shareholder Agreement, the provisions of the Shareholder Agreement shall prevail.
"Special Resolution"	has the same meaning as in the Statute and includes a resolution approved in writing as described therein.
"Statute"	means the Companies Act of the Cayman Islands as amended and every statutory modification or re-enactment thereof for the time being in force.
"Tasly"	means Tianiin Juxin Technology Development Partnership (Limited Partnership) (天津聚新科技发展合伙企业（有限合伙）) and Tibet Juzhi Venture Capital Limited Liability Company (西藏聚智创业投资有限公司).
"Undertaking Party(ies)"	means the Group and Founders Parties.
"written" and "in	include all modes of representing or reproducing words in visible form.

writing"

Words importing the singular number only include the plural number and vice versa.

Words importing the masculine gender only include the feminine gender.

Words importing persons only include corporations.

2. The business of the Company may be commenced as soon after incorporation as the Directors shall see fit, notwithstanding that part only of the shares may have been allotted.

3. The Directors may pay, out of the capital or any other monies of the Company, all expenses incurred in or about the formation and establishment of the Company including the expenses of registration.

CERTIFICATES FOR SHARES

4. Certificates representing shares of the Company shall be in such form as shall be determined by the Directors. Such certificates may be under Seal. All certificates for shares shall be consecutively numbered or otherwise identified and shall specify the shares to which they relate. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered in the register of Members of the Company. All certificates surrendered to the Company for transfer shall be cancelled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled. The Directors may authorise certificates to be issued with the seal and authorised signature(s) affixed by some method or system of mechanical process.

5. Notwithstanding Article 4 of these Articles, if a share certificate be defaced, lost or destroyed, it may be renewed on payment of a fee of one dollar (US$1.00) or such less sum and on such terms (if any) as to evidence and indemnity and the payment of the expenses incurred by the Company in investigating evidence, as the Directors may prescribe.

ISSUE OF SHARES

6. The powers, preferences and rights, and the qualifications, limitations or restrictions thereof in respect to the Ordinary Shares and the Preferred Shares shall be subject to the Appendix and as herein provided. Subject as herein provided (including without limitation the Appendix) and without prejudice to any special rights previously conferred on the holders of existing shares, the Directors may allot, issue, grant options over or otherwise dispose of shares of the Company (including fractions of a share) with or without preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise and to such persons, at such times and on such other terms as they think proper PROVIDED ALWAYS that, notwithstanding any provision to the contrary contained in these Articles of Association, the Company shall be precluded from issuing bearer shares, warrants, coupons or certificates.

7. The Company shall maintain a register of its Members and every person whose name is entered as a Member in the register of Members shall be entitled without payment to receive within two months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares or several certificates each for one or more of his shares upon payment of fifty cents (US$0.50) for every certificate after the first or such less sum as the Directors shall from time to time determine provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of the several joint holders shall be sufficient delivery to all such holders.

TRANSFER OF SHARES

8. The instrument of transfer of any share shall be in writing and shall be executed by or on behalf of the transferor and the transferor shall be deemed to remain the holder of a share until the name of the transferee is entered in the register in respect thereof.

9. The Directors solely subject to and in accordance with contractual commitments regarding the transfer of shares that the Company may from time to time have and the provisions in the Appendix, may decline to register any transfer of the Shares in violation of such commitments and the provisions in the Appendix. If the Directors refuse to register a transfer they shall notify the transferee within two months of such refusal.

10. The registration of transfers may be suspended at such time and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than 45 days in any year.

REDEEMABLE SHARES

11. (a) Subject to the provisions of the Statute and the Memorandum of Association and in accordance with these Articles (including the Appendix), shares may be issued on the terms that they are, or at the option of the Company or the holder are, to be redeemed on such terms and in such manner as the Company, before the issue of the shares, may by Special Resolution determine and the rights attaching to any issued shares may, subject to the provisions of these Articles (including the Appendix), by Special Resolution, be varied so as to provide that such shares are to be or are liable to be so redeemed.

(b) Subject to the provisions of the Statute, the Memorandum of Association and these Articles (including the Appendix), the Company may purchase its own shares (including fractions of a share), including any redeemable shares, provided that the manner of purchase has first been authorised by the Company in general meeting and may make payment therefor in any manner authorised by the Statute, including out of capital and provided that the Company may not redeem or purchase any of its shares if, as a result of the redemption or purchase, there would no longer be any issued shares of the Company other than shares held as treasury shares.

12. Subject to the provisions of these Articles, the manner and any of the terms of any such redemption or purchase of shares may be determined by either the Company by ordinary resolution or by the Directors. The Company may make a payment in respect of the redemption or purchase of its own shares otherwise than out of its profits, share premium account, or the proceeds of a fresh issue of shares.

TREASURY SHARES

13. The Company may, subject to the provisions of the Act, acquire, hold and dispose of its own shares as treasury shares.

VARIATION OF RIGHTS OF SHARES

14. Subject to the Statute and these Articles (including the Appendix), if at any time the share capital of the Company is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a Special Resolution passed at a general meeting of the holders of the shares of that class.

The provisions of these Articles relating to general meetings shall apply to every such general meeting of the holders of one class of shares except that the necessary quorum shall be one person holding or representing by proxy at least one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.

15. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

COMMISSION ON SALE OF SHARES

16. The Company may in so far as the Statute from time to time permits pay a commission to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any shares of the Company. Such commissions may be satisfied by the payment of cash or the lodgement of fully or partly paid-up shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

CONVERSION OF PREFERRED SHARES

17. The holders of Preferred Shares have conversion rights as follows:

(a) Conversion Rights. Unless converted earlier pursuant to Article 17(b) below, each Preferred Share shall be convertible, at the option of the holder thereof, at any time after the respective issue date into such number of fully paid and non-assessable Ordinary Shares as determined by dividing the respective Issue Price by the respective Conversion Price (as defined below), determined as hereinafter provided, in effect at the time of the conversion. The price at which Ordinary Shares shall be issuable upon conversion of the Preferred Shares (the "**Conversion Price**") shall initially be the respective Issue Price for each applicable Preferred Share. Such initial Conversion Price shall be subject to adjustment as hereinafter provided. Nothing in this Article 17(a) shall limit the automatic conversion rights of Preferred Shares described in Article 17(b) below. For the avoidance of doubt, the initial conversion ratio for Preferred Shares to Ordinary Shares is 1:1 as of the date of adoption of these Articles.

(b) Automatic Conversion. Upon the closing of a Qualified Public Offering, each of the then outstanding Preferred Shares issued by the Company shall be converted into one or more Ordinary Shares automatically at the Conversion Price as then in effect.

(c) Termination of Conversion Right. When the Investor gives a redemption notice in respect of any Preferred Shares to the Company, such Investor's right to convert such Preferred Shares into Ordinary Shares shall terminate at the end of the Business Day immediately prior to the date when such redemption notice is delivered; provided however, if the redemption price is not paid in full, the Investor shall lose its right to convert such Preferred Shares to be redeemed into Ordinary Shares on the date when the redemption price is paid.

(d) Conversion Mechanism. Conversions made pursuant to Article 17 may be made by way of redemption of the Preferred Shares to be converted and the issue of the corresponding number of Ordinary Shares as calculated in accordance with the provisions of Article 17, in which case, all Preferred Shares to be converted by way of redemption shall be cancelled on the date that appropriate entry or entries are made on the Company's register of Members both in respect of any redeemed and cancelled Preferred Shares and the issue of the Ordinary Shares.

(e) Fractional Shares. No fractional shares of Ordinary Shares shall be issued upon conversion of Preferred Shares. If the Investor holds more than one Preferred Share, whether the conversion would result in the issuance of any fractional share shall be determined based on the aggregate number of the Preferred Shares to be redeemed. If, after the aforementioned aggregation, the conversion would result in the issuance of any fractional share, the Company shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the fair market value of one Ordinary Share as determined in good faith by the Director(s).

(f) Conversion Effect. On the date when conversion is carried out pursuant to Article 17 hereof, all rights attached to such converted Preferred Shares shall be terminated; provided that the shareholders of Preferred Shares shall be entitled to the following rights in connection with such Shares: (i) the right to receive the certificates of all Ordinary Shares into which such Preferred Shares are converted, (ii) the right to obtain the declared but unpaid dividends pursuant to these Articles, which dividends shall be paid to the shareholders of Preferred Shares immediately upon the conversion, (iii) the rights of holders of Ordinary Shares. Any Preferred Share upon being converted shall be written-off and cancelled by the Company and shall not be reissued as a Preferred Share of the same class and the Company may reduce the number of authorised Preferred Shares accordingly without the adoption

of any shareholder resolution.

(g) Adjustment of Conversion Price. Subject to this Article 17(g), the Conversion Price, and the number and type of securities to be received by the Investor upon the conversion of each share of Preferred Share, shall be subject to adjustment as follows (the Conversion Price so adjusted shall be referred to as the "**Adjusted Conversion Price**"):

i. If at any time the Company shall (1) subdivides the outstanding Ordinary Shares into a larger number of shares, (2) combines the outstanding Ordinary Shares into a smaller number of shares or (3) issues any Ordinary Share equivalents in a reclassification of the Ordinary Shares, then, and in each such case, the Company shall take any appropriate corporate actions to adjust the Conversion Price in effect immediately prior to such event so that the holder of any Preferred Share shall be entitled to receive such number of Ordinary Shares or other securities of the Company that such holder would have owned or would have been entitled to receive upon or by reason of any of the events described above, had Preferred Shares been converted into Ordinary Shares immediately prior to the occurrence of such event.

ii. Notwithstanding anything herein to the contrary, no adjustment under this Article 17(g) is required to be made to the Conversion Price if (1) any dividends are paid to the Preferred Shares by the issuance of Ordinary Shares or the Ordinary Shares are issued in the course of a reverse split or split of the Preferred Shares; (2) any Ordinary Shares are issued in a Qualified Public Offering; (3) any Ordinary Shares are issued as a result of the exercise of any option under the employee incentive plan; (4) the Company issues any Ordinary Shares with the consent of the Investor; and (5) the Company receives from the Investor a written notice indicating that no such adjustment is required.

(h) No less than par value. Notwithstanding any other provisions of these Articles, in the event any adjustment made under Article 17(g) results in the Adjusted Conversion Price per Share to be less than the par value of the Share, then the Adjusted Conversion price per Share shall be deemed to be equal to the par value of such Share.

(i) Certificate as to Adjustments. Upon any adjustment in the Conversion Price, the Company shall within a reasonable period (not to exceed 30 Business Days) following any of the foregoing transactions deliver to holders of the Preferred Shares a certificate setting forth in reasonable detail the event requiring the adjustment and the method by which such adjustment was calculated and specifying the Conversion Price then in effect following such adjustment.

NON-RECOGNITION OF TRUSTS

18. No person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future, or partial interest in any share, or any interest in any fractional part of a share, or (except only as is otherwise provided by these Articles or the Statute) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

LIEN ON SHARES

19. The Company shall have a first and paramount lien and charge on all shares (whether fully paid-up or not) registered in the name of a Member (whether solely or jointly with others) for all debts, liabilities or engagements to or with the Company (whether presently payable or not) by such Member or his estate, either alone or jointly with any other person, whether a Member or not, but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The registration of a transfer of any such share shall operate as a waiver of the Company's lien (if any) thereon. The Company's lien (if any) on a share shall extend to all dividends or other monies payable in respect thereof.

20. Subject to the provisions of the Statute and these Articles (including the Appendix), the Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder or holders for the time being of the share, or the person, of which the Company has notice, entitled thereto by reason of his death or bankruptcy.

21. To give effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

22. The proceeds of such sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALL ON SHARES

23. (a) Subject to the terms of the allotment, the Directors may from time to time make calls upon the Members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium or otherwise) and not by the conditions of allotment thereof made payable at fixed terms, provided that no call shall be payable at less than one month from the date fixed for the payment of the last preceding call, and each Member shall (subject to receiving at least fourteen days notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the shares. A call may be revoked or postponed as the Directors may determine. A call may be made payable by instalments.

(b) A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

(c) The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

24. If a sum called in respect of a share is not paid before or on a day appointed for payment thereof, the persons from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding ten per cent per annum as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest either wholly or in part.

25. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium or otherwise, shall for the purposes of these Articles be deemed to be a call duly made, notified and payable on the date on which by the terms of issue the same becomes payable, and in the case of non-payment all the relevant provisions of these Articles as to payment of interest forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

26. The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls or interest to be paid and the times of payment.

27. (a) The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him, and upon all or any of the monies so advanced may (until the same would but for such advances, become payable) pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) seven per cent per annum, as may be agreed upon between the Directors and the Member paying such sum in advance.

(b) No such sum paid in advance of calls shall entitle the Member paying such sum to any portion of a dividend declared in respect of any period prior to the date upon which such sum would, but for such payment, become presently payable.

FORFEITURE OF SHARES

28. (a) If a Member fails to pay any call or instalment of a call or to make any payment required by the terms of issue on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call, instalment or payment remains unpaid, give notice requiring payment of so much of the call, instalment or payment as is unpaid, together with any interest which may have accrued and all expenses that have been incurred by the Company by reason of such non-payment. Such notice shall name a day (not earlier than the expiration of fourteen days from the date of giving of the notice) on or before which the payment required by the notice is to be made, and shall state that, in the event of non-payment at or before the time appointed the shares in respect of which such notice was given will be liable to be forfeited.

(b) If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture.

(c) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.

29. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all monies which, at the date of forfeiture were payable by him to the Company in respect of the shares together with interest thereon, but his liability shall cease if and when the Company shall have received payment in full of all monies whenever payable in respect of the shares.

30. A certificate in writing under the hand of one Director or the Secretary of the Company that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the fact therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

31. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium as if the same had been payable by virtue of a call duly made and notified.

REGISTRATION OF EMPOWERING INSTRUMENTS

32. The Company shall be entitled to charge a fee not exceeding one dollar (US$1.00) on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney, notice in lieu of distringas, or other instrument.

TRANSMISSION OF SHARES

33. In case of the death of a Member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares, but nothing herein contained shall release the estate of any such deceased holder from any liability in respect of any shares which had been held by him solely or jointly with other persons.

34. (a) Any person becoming entitled to a share in consequence of the death or bankruptcy or liquidation or dissolution of a Member (or in any other way than by transfer) may, upon such evidence being produced as may from time to time be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to make such transfer of the share to such other person nominated by him as the deceased or bankrupt person could have made and to have such person registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy as the case may be.

(b) If the person so becoming entitled shall elect to be registered himself as holder he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

35. A person becoming entitled to a share by reason of the death or bankruptcy or liquidation or dissolution of the holder (or in any other case than by transfer) shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company PROVIDED HOWEVER that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Directors may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share until the requirements of the notice have been complied with.

AMENDMENT OF MEMORANDUM OF ASSOCIATION, CHANGE OF LOCATION OF REGISTERED OFFICE & ALTERATION OF CAPITAL

36. (a) Subject to and in so far as permitted by the provisions of the Statute and these Articles (including the Appendix), the Company may from time to time by ordinary resolution alter or amend its Memorandum of Association otherwise than with respect to its name and objects and may, without restricting the generality of the foregoing:

(i) increase the share capital by such sum to be divided into shares of such amount or without nominal or par value as the resolution shall prescribe and with such rights, priorities and privileges annexed thereto, as the Company in general meeting may determine.

(ii) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(iii) by subdivision of its existing shares or any of them divide the whole or any part of its share capital into shares of smaller amount than is fixed by the Memorandum of Association or into shares without nominal or par value;

(iv) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person.

(b) Subject to the provisions of the Statute and these Articles (including the Appendix), all new shares created hereunder shall be subject to the same provisions with reference to the payment of calls, liens, transfer, transmission, forfeiture and otherwise as the shares in the original share capital.

(c) Subject to the provisions of the Statute and these Articles (including the Appendix), the Company may by Special Resolution change its name or alter its objects.

(d) Without prejudice to Article 11 hereof and subject to the provisions of the Statute and these Articles (including the Appendix), the Company may by Special Resolution reduce its share capital and any capital redemption reserve fund.

(e) Subject to the provisions of the Statute and these Articles (including the Appendix), the Company may by resolution of the Directors change the location of its registered office.

CLOSING REGISTER OF MEMBERS OR FIXING RECORD DATE

37. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any dividend, or in order to make a determination of Members for any other proper purpose, the Directors of the Company may provide that the register of Members shall be closed for transfers for a stated period but not to exceed in any case 40 days. If the register of Members shall be so closed for the purpose of determining Members entitled to notice of or to vote at a meeting of Members such register shall be so closed for at least ten days immediately preceding such meeting and the record date for such determination shall be the date of the closure of the register of Members.

38. In lieu of or apart from closing the register of Members, the Directors may fix in advance a date as the record date for any such determination of Members entitled to notice of or to vote at a meeting of the Members and for the purpose of determining the Members entitled to receive payment of any dividend the Directors may, at or within 90 days prior to the date of declaration of such dividend fix a subsequent date as the record date for such determination.

39. If the register of Members is not so closed and no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members or Members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this section, such determination shall apply to any adjournment thereof.

GENERAL MEETING

40. (a) Subject to paragraph (c) hereof, if so determined by the Directors, the Company shall within one year of its incorporation and in each year of its existence thereafter hold a general meeting as its annual general meeting and shall specify the meeting as such in the notices calling it. The annual general meeting shall be held at such time and place as the Directors shall appoint and if no other time and place is prescribed by them, it shall be held at the registered office on the second Wednesday in December of each year at ten o'clock in the morning.

(b) At these meetings the report of the Directors (if any) shall be presented.

(c) If the Company is exempted as defined in the Statute it may but shall not be obliged to hold an annual general meeting.

41. (a) The Directors may whenever they think fit, and they shall on the requisition of Members of the Company holding at the date of the deposit of the requisition not less than one-tenth of such of the paid-up capital of the Company as at the date of the deposit carries the right of voting at general meetings of the Company, proceed to convene a general meeting of the Company.

(b) The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.

(c) If the Directors do not within 21 days from the date of the deposit of the requisition duly proceed to convene a general meeting, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may themselves convene a general meeting, but any meeting so convened shall not be held after the expiration of three months after the expiration of the said 21 days.

(d) A general meeting convened as aforesaid by requisitionists shall be convened in the same manner as nearly as possible as that in which general meetings are to be convened by Directors.

NOTICE OF GENERAL MEETINGS

42. At least ten days notice in writing (or in accordance with any other more stringent requirements under applicable laws, the Listing Rules or the rules of other relevant stock exchanges) shall be given of an annual general meeting or any other general meeting. Every notice shall be exclusive of the day on which it is given or deemed to be given and of the day for which it is given and shall specify the place, the day and the hour of the meeting and the general nature of the business and shall be given in manner hereinafter mentioned or in such other manner if any as may be prescribed by the Company PROVIDED that a general meeting of the Company shall, whether or not the notice specified in this regulation has been given and whether or not the provisions of Article 40 have been complied with, be deemed to have been duly convened if it is so agreed:

(a) in the case of a general meeting called as an annual general meeting by all the Members entitled to attend and vote thereat or their proxies; and

(b) in the case of any other general meeting by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than 75 per cent in nominal value or in the case of shares without nominal or par value 75 per cent of the shares in issue, or their proxies.

43. The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.

PROCEEDINGS AT GENERAL MEETINGS

44. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business; one Member present in person or by proxy or if a corporation or other non-natural person by its duly authorised representative or proxy holding more than two-thirds of issued shares carrying the right to vote shall be a quorum provided always that each of Gopher, Matrix, Tasly and Sequoia China (for as long as each of them is a Member) shall be present by its duly authorised representative or by proxy.

45. A resolution (including a Special Resolution) in writing (in one or more counterparts) signed by all Members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

46. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other time or such other place as the Directors may determine and at the adjourned meeting the requisite quorum specified in Article 43 shall be present.

47. The Chairman, if any, of the Board of Directors shall preside as Chairman at every general meeting of the Company, or if there is no such Chairman, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting, or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting.

48. If at any general meeting no Director is willing to act as Chairman or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their number to be Chairman of the meeting.

49. The Chairman may, with the consent of any general meeting duly constituted hereunder, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a general meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting; save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned general meeting.

50. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or on the declaration of the result of the show of hands, demanded by the Chairman or any other Member present in person or by proxy.

51. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the Company's Minute Book containing the Minutes of the proceedings of the meeting shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

52. The demand for a poll may be withdrawn.

53. Except as provided in Article 54, if a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the general meeting at which the poll was demanded.

54. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the general meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

55. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the general meeting directs and any business other than that upon which a poll has been demanded or is contingent thereon may be proceeded with pending the taking of the poll.

VOTES OF MEMBERS

56. Subject to any rights or restrictions for the time being attached to any class or classes of shares and provided that the matters set out in Clause 3.01.1 "Reserved matters of the Investors" of the Appendix shall require the prior written consent of each of Gopher, Matrix, Tasly and Sequoia China, on a show of hands, every Member of record present in person or by proxy at a general meeting shall have one vote and on a poll every Member of record present in person or by proxy shall have one vote for each share registered in his name in the register of Members.

57. In the case of joint holders of record the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of Members.

58. A Member of unsound mind, or in respect of whom an order has been made by any court, having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person in the nature of a committee, receiver or curator bonis appointed by that court, and any such committee, receiver, curator bonis or other persons may vote by proxy.

59. No Member shall be entitled to vote at any general meeting unless he is registered as a shareholder of the Company on the record date for such meeting nor unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

60. No objection shall be raised to the qualification of any voter except at the general meeting or adjourned general meeting at which the vote objected to is given or tendered and every vote not disallowed at such general meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the general meeting whose decision shall be final and conclusive.

61. On a poll or on a show of hands votes may be given either personally or by proxy.

PROXIES

62. The instrument appointing a proxy shall be in writing and shall be executed under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation under the hand of an officer or attorney duly authorised in that behalf. A proxy need not be a Member of the Company.

63. The instrument appointing a proxy shall be deposited at the registered office of the Company or at such other place as is specified for that purpose in the notice convening the meeting no later than the time for holding the meeting, or adjourned meeting provided that the Chairman of the Meeting may at his discretion direct that an instrument of proxy shall be deemed to have been duly deposited upon receipt of telex, cable or telecopy confirmation from the appointor that the instrument of proxy duly signed is in the course of transmission to the Company.

64. The instrument appointing a proxy may be in any usual or common form and may be expressed to be for a particular meeting or any adjournment thereof or generally until revoked. An instrument appointing a proxy shall be deemed to include the power to demand or join or concur in demanding a poll.

65. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the registered office before the commencement of the general meeting, or adjourned meeting at which it is sought to use the proxy.

66. Any corporation which is a Member of record of the Company may in accordance with its Articles or in the absence of such provision by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as the corporation could exercise if it were an individual Member of record of the Company.

67. Shares of its own capital belonging to the Company or held by it in a fiduciary capacity shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any given time.

DIRECTORS

68. Unless otherwise determined by ordinary resolution, the minimum number of directors shall be one and the maximum number of directors shall be 12 (exclusive of alternate Directors). A director shall be appointed in accordance with Article 68A. The first Directors of the Company shall be determined in writing by, or appointed by a resolution of, the subscribers of the Memorandum of Association or a majority of them.

68A. For so long as they are Members:

(a) each of Gopher, Tasly and Sequoia China shall be entitled to nominate one Director; and

(b) the Founders shall be entitled to jointly nominate four Directors,

the remaining three Directors shall be independent non-executive Directors to be nominated in accordance with the Listing Rules.

68B. Matrix shall be entitled to appoint one observer to the Board of Directors to attend and participate in meetings of the Directors in a non-voting observer capacity.

69. The remuneration to be paid to the Directors shall be such remuneration as the Directors shall determine. Such remuneration shall be deemed to accrue from day to day. The Directors shall also be entitled to be paid their travelling, hotel and other expenses properly incurred by them in going to, attending and returning from meetings of the Directors, or any committee of the Directors, or general meetings of the Company, or otherwise in connection with the business of the Company, or to receive a fixed allowance in respect thereof as may be determined by the Directors from time to time, or a combination partly of one such method and partly the other.

70. The Directors may by resolution award special remuneration to any Director of the Company undertaking any special work or services for, or undertaking any special mission on behalf of, the Company other than his ordinary routine work as a Director. Any fees paid to a Director who is also counsel or solicitor to the Company, or otherwise serves it in a professional capacity shall be in addition to his remuneration as a Director.

71. A Director or alternate Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms as to remuneration and otherwise as the Directors may determine.

72. A Director or alternate Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director or alternate Director.

73. A shareholding qualification for Directors may be fixed by the Company in general meeting, but unless and until so fixed no qualification shall be required.

74. A Director or alternate Director of the Company may be or become a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested as shareholder or otherwise and no such Director or alternate Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of, or from his interest in, such other company.

75. No person shall be disqualified from the office of Director or alternate Director or prevented by such office from contracting with the Company, either as vendor, purchaser or otherwise, nor shall any such contract or any contract or transaction entered into by or on behalf of the Company in which any Director or alternate Director shall be in any way interested be or be liable to be avoided, nor shall any Director or alternate Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or transaction by reason of such Director holding office or of the fiduciary relation thereby established. A Director (or his alternate Director in his absence) shall be at liberty to vote in respect of any contract or transaction in which he is so interested as aforesaid PROVIDED HOWEVER that the nature of the interest of any Director or alternate Director in any such contract or transaction shall be disclosed by him or the alternate Director appointed by him at or prior to its consideration and any vote thereon.

76. A general notice that a Director or alternate Director is a shareholder of any specified firm or company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure under Article 75 and after such general notice it shall not be necessary to give special notice relating to any particular transaction.

ALTERNATE DIRECTORS

77. Subject to the exception contained in Article 85, a Director who expects to be unable to attend Directors' Meetings because of absence, illness or otherwise may appoint any person to be an alternate Director to act in his stead and such appointee whilst he holds office as an alternate Director shall, in the event of absence therefrom of his appointor, be entitled to attend meetings of the Directors and to vote thereat and to do, in the place and stead of his appointor, any other act or thing which his appointor is permitted or required to do by virtue of his being a Director as if the alternate Director were the appointor, other than appointment of an alternate to himself, and he shall *ipso facto* vacate office if and when his appointor ceases to be a Director or removes the appointee from office. Any appointment or removal under this Article shall be effected by notice in writing under the hand of the Director making the same.

POWERS AND DUTIES OF DIRECTORS

78. The business of the Company shall be managed by the Directors (or a sole Director if only one is appointed) who may pay all expenses incurred in promoting, registering and setting up the Company, and may exercise all such powers of the Company as are not, from time to time by the Statute, or by these Articles, or such regulations, being not inconsistent with the aforesaid, as may be prescribed by the Company in general meeting required to be exercised by the Company in general meeting PROVIDED HOWEVER that no regulations made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

79. The Directors may from time to time and at any time by powers of attorney appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purpose and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorneys as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

80. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Directors shall from time to time by resolution determine.

81. The Directors shall cause minutes to be made in books provided for the purpose:

(a) of all appointments of officers made by the Directors;

(b) of the names of the Directors (including those represented thereat by an alternate or by proxy) present at each meeting of the Directors and of any committee of the Directors;

(c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.

82. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

83. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

MANAGEMENT

84. (a) The Directors may from time to time provide for the management of the affairs of the Company in such manner as they shall think fit and the provisions contained in the three next following paragraphs shall be without prejudice to the general powers conferred by this paragraph.

(b) The Directors from time to time and at any time may establish any committees, local boards or agencies for managing any of the affairs of the Company and may appoint any persons to be members of such committees or local boards or any managers or agents and may fix their remuneration.

(c) The Directors from time to time and at any time may delegate to any such committee, local board, manager or agent any of the powers, authorities and discretions for the time being vested in the Directors and may authorise the members for the time being of any such local board, or any of them to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit and the Directors may at any time remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

(d) Any such delegates as aforesaid may be authorised by the Directors to subdelegate all or any of the powers, authorities, and discretions for the time being vested in them.

MANAGING DIRECTORS

85. The Directors may, from time to time, appoint one or more of their body (but not an alternate Director) to the office of Managing Director for such term and at such remuneration (whether by way of salary, or commission, or participation in profits, or partly in one way and partly in another) as they may think fit but his appointment shall be subject to determination *ipso facto* if he ceases from any cause to be a Director and no alternate Director appointed by him can act in his stead as a Director or Managing Director.

86. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

PROCEEDINGS OF DIRECTORS

87. Except as otherwise provided by these Articles, the Directors shall meet together at least one every quarter for the despatch of business, convening, adjourning and otherwise regulating their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes of the Directors and alternate Directors present at a meeting at which there is a quorum provided that the matters set out in Clause 3.01.2 "Reserved matters of the Investor Directors" of the Appendix shall require the prior written consent of each director nominated by Gopher, Tasly and Sequoia China (if any). The vote of an alternate Director shall not be counted if his appointor be present at such meeting. [In case of an equality of votes, the Chairman shall have a second or casting vote.]

88. A Director or alternate Director may, and the Secretary on the requisition of a Director or alternate Director shall, at any time summon a meeting of the Directors by at least ten days' notice in writing (or any other more stringent requirements under applicable laws, the Listing Rules or the rules of other relevant stock exchanges applicable to the Company) to every Director and alternate Director which notice shall set forth the general nature of the business to be considered unless notice is waived by all the Directors (or their alternates) either at, before or after the meeting is held and PROVIDED FURTHER if notice is given in person, by cable, telex or telecopy the same shall be deemed to have been given on the day it is delivered to the Directors or transmitting organisation as the case may be. The provisions of Article 42 shall apply *mutatis mutandis* with respect to notices of meetings of Directors.

89. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two, a Director and his appointed alternate Director being considered only one person for this purpose, PROVIDED ALWAYS that if there shall at any time be only a sole Director the quorum shall be one. For the purposes of this Article an alternate Director or proxy appointed by a Director shall be counted in a quorum at a meeting at which the Director appointing him is not present.

89A. If within half an hour from the time appointed for the meeting of Directors a quorum is not present, the meeting shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other time or such other place as the Directors may determine, provided that the quorum specified in Article 89 shall be present.

90. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the Company, but for no other purpose.

91. The Directors may elect a Chairman of their Board and determine the period for which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

92. The Directors may delegate any of their powers to committees consisting of such member or members of the Board of Directors (including Alternate Directors in the absence of their appointors) as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

93. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the Chairman shall have a second or casting vote.

94. All acts done by any meeting of the Directors or of a committee of Directors (including any person acting as an alternate Director) shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or alternate Director, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and qualified to be a Director or alternate Director as the case may be.

95. Members of the Board of Directors or of any committee thereof may participate in a meeting of the Board or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting. A resolution in writing (in one or more counterparts), signed by all the Directors for the time being or all the members of a committee of Directors (an alternate Director being entitled to sign such resolution on behalf of his appointor) shall be as valid and effectual as if it had been passed at a meeting of the Directors or committee as the case may be duly convened and held.

96. (a) A Director may be represented at any meetings of the Board of Directors by a proxy appointed by him in which event the presence or vote of the proxy shall for all purposes be deemed to be that of the Director.

(b) The provisions of Articles 62-65 shall *mutatis mutandis* apply to the appointment of proxies by Directors.

VACATION OF OFFICE OF DIRECTOR

97. The office of a Director shall be vacated:

(a) if he gives notice in writing to the Company that he resigns the office of Director;

(b) if he absents himself (without being represented by proxy or an alternate Director appointed by him) from three consecutive meetings of the Board of Directors without special leave of absence from the Directors, and they pass a resolution that he has by reason of such absence vacated office;

(c) if he dies, becomes bankrupt or makes any arrangement or composition with his creditors generally;

(d) if he is found a lunatic or becomes of unsound mind.

APPOINTMENT AND REMOVAL OF DIRECTORS

98. The Company may by ordinary resolution appoint any person to be a Director and may in like manner remove any Director and may in like manner appoint another person in his stead.

99. The Directors shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors but so that the total amount of Directors (exclusive of alternate Directors) shall not at any time exceed the number fixed in accordance with these Articles.

PRESUMPTION OF ASSENT

100. A Director of the Company who is present at a meeting of the Board of Directors at which action on any Company matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the Minutes of the meeting or unless he shall file his written dissent from such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to such person immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favour of such action.

SEAL

101. (a) The Company may, if the Directors so determine, have a Seal which shall, subject to paragraph (c) hereof, only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf and every instrument to which the Seal has been affixed shall be signed by one person who shall be either a Director or the Secretary or Secretary-Treasurer or some person appointed by the Directors for the purpose.

(b) The Company may have for use in any place or places outside the Cayman Islands a duplicate Seal or Seals each of which shall be a facsimile of the Common Seal of the Company and, if the Directors so determine, with the addition on its face of the name of every place where it is to be used.

(c) A Director, Secretary or other officer or representative or attorney may without further authority of the Directors affix the Seal of the Company over his signature alone to any document of the Company required to be authenticated by him under Seal or to be filed with the Registrar of Companies in the Cayman Islands or elsewhere wheresoever.

(d) A document to be executed as a Deed shall be executed by a Director or other person authorised by the Directors for that purpose.

OFFICERS

102. The Company may have a President, a Secretary or Secretary-Treasurer appointed by the Directors who may also from time to time appoint such other officers as they consider necessary, all for such terms, at such remuneration and to perform such duties, and subject to such provisions as to disqualification and removal as the Directors from time to time prescribe.

DIVIDENDS, DISTRIBUTIONS AND RESERVE

103. Subject to the Statute and these Articles (including the Appendix) and except as otherwise provided by the rights attached to any shares, the Directors may from time to time declare dividends (including interim dividends) and distributions on shares of the Company outstanding and authorise payment of the same out of the funds of the Company lawfully available therefore.

104. The Directors may, before declaring any dividends or distributions, set aside such sums as they think proper as a reserve or reserves which shall at the discretion of the Directors, be applicable for any purpose of the Company and pending such application may, at the like discretion, be employed in the business of the Company.

105. No dividend or distribution shall be payable except out of the profits of the Company, realised or unrealised, or out of the share premium account or as otherwise permitted by the Statute.

106. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends or distributions, if dividends or distributions are to be declared on a class of shares they shall be declared and paid according to the amounts paid or credited as paid on the shares of such class outstanding on the record date for such dividend or distribution as determined in accordance with these Articles but no amount paid or credited as paid on a share in advance of calls shall be treated for the purpose of this Article as paid on the share.

107. The Directors may deduct from any dividend or distribution payable to any Member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.

108. The Directors may declare that any dividend or distribution be paid wholly or partly by the distribution of specific assets and in particular of paid up shares, debentures, or debenture stock of any other company or in any one or more of such ways and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all Members and may vest any such specific assets in trustees as may seem expedient to the Directors.

109. Any dividend, distribution, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the holder who is first named on the register of Members or to such person and to such address as such holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of two or more joint holders may give effectual receipts for any dividends, bonuses, or other monies payable in respect of the share held by them as joint holders.

110. No dividend or distribution shall bear interest against the Company.

CAPITALISATION

111. Subject to these Articles (including the Appendix), the Company may upon the recommendation of the Directors by ordinary resolution authorise the Directors to capitalise any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve fund) or any sum standing to the credit of profit and loss account or otherwise available for distribution and to appropriate such sum to Members in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of dividend and to apply such sum on their behalf in paying up in full unissued shares for allotment and distribution credited as fully paid up to and amongst them in the proportion aforesaid. In such event the Directors shall do all acts and things required to give effect to such capitalisation, with full power to the Directors to make such provisions as they think fit for the case of shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the Members concerned). The Directors may authorise any person to enter on behalf of all of the Members interested into an agreement with the Company providing for such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.

BOOKS OF ACCOUNT

112. The Directors shall cause proper books of account to be kept with respect to:

(a) all sums of money received and expended by the Company and the matters in respect of which the receipt or expenditure takes place;

(b) all sales and purchases of goods by the Company;

(c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

113. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by the Company in general meeting.

114. The Directors may from time to time cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group accounts (if any) and such other reports and accounts as may be required by law.

AUDIT

115. The Company may at any annual general meeting appoint an Auditor or Auditors of the Company who shall hold office until the next annual general meeting and may fix his or their remuneration.

116. The Directors may before the first annual general meeting appoint an Auditor or Auditors of the Company who shall hold office until the first annual general meeting unless previously removed by an ordinary resolution of the Members in general meeting in which case the Members at that meeting may appoint Auditors. The Directors may fill any casual vacancy in the office of Auditor but while any such vacancy continues the surviving or continuing Auditor or Auditors, if any, may act. The remuneration of any Auditor appointed by the Directors under this Article may be fixed by the Directors.

117. Every Auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company and shall be entitled to require from the Directors and Officers of the Company such information and explanation as may be necessary for the performance of the duties of the auditors.

118. Auditors shall at the next annual general meeting following their appointment and at any other time during their term of office, upon request of the Directors or any general meeting of the Members, make a report on the accounts of the Company in general meeting during their tenure of office.

NOTICES

119. Notices shall be in writing and may be given by the Company to any Member either personally or by sending it by post, cable, telex or telecopy to him or to his address as shown in the register of Members, such notice, if mailed, to be forwarded airmail if the address be outside the Cayman Islands.

120. (a) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice, and to have been effected at the expiration of 60 hours after the letter containing the same is posted as aforesaid.

(b) Where a notice is sent by cable, telex, telecopy or electronic message, service of the notice shall be deemed to be effected by properly addressing, and sending such notice through a transmitting organisation and to have been effected on the day the same is sent as aforesaid.

121. A notice may be given by the Company to the joint holders of record of a share by giving the notice to the joint holder first named on the register of Members in respect of the share.

122. A notice may be given by the Company to the person or persons which the Company has been advised are entitled to a share or shares in consequence of the death or bankruptcy of a Member by sending it through the post as aforesaid in a pre-paid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description at the address supplied for that purpose by the persons claiming to be so entitled, or at the option of the Company by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

123. Notice of every general meeting shall be given in any manner hereinbefore authorised to:

(a) every person shown as a Member in the register of Members as of the record date for such meeting except that in the case of joint holders the notice shall be sufficient if given to the joint holder first named in the register of Members.

(b) every person upon whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member of record where the Member of record but for his death or bankruptcy would be entitled to receive notice of the meeting; and

No other person shall be entitled to receive notices of general meetings.

WINDING UP

124. If the Company shall be wound up the liquidator may, with the sanction of a Special Resolution of the Company and any other sanction required by the Statute, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

125. If the Company shall be wound up, and the assets available for distribution amongst the Members as such shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the Members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding up on the shares held by them respectively. And if in a winding up the assets available for distribution amongst the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the Members in proportion to the capital paid up at the commencement of the winding up on the shares held by them respectively. This Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

INDEMNITY

126. The Directors and officers for the time being of the Company and any trustee for the time being acting in relation to any of the affairs of the Company and their heirs, executors, administrators and personal representatives respectively shall be indemnified out of the assets of the Company from and against all actions, proceedings, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful neglect or default respectively and no such Director, officer or trustee shall be answerable for the acts, receipts, neglects or defaults of any other Director, officer or trustee or for joining in any receipt for the sake of conformity or for the solvency or honesty of any banker or other persons with whom any monies or effects belonging to the Company may be lodged or deposited for safe custody or for any insufficiency of any security upon which any monies of the Company may be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his office or trust unless the same shall happen through the wilful neglect or default of such Director, Officer or trustee.

FINANCIAL YEAR

127. Unless the Directors otherwise prescribe, the financial year of the Company shall end on 31st December in each year and, following the year of incorporation, shall begin on 1st January in each year.

AMENDMENTS OF ARTICLES

128. Subject to the Statute and these Articles (including the Appendix), the Company may at any time and from time to time by Special Resolution alter or amend these Articles in whole or in part provided always that the prior written consent of each of Gopher, Matrix, Tasly and Sequoia China has been obtained.

TRANSFER BY WAY OF CONTINUATION

129. If the Company is exempted as defined in the Statute, it shall, subject to the provisions of the Statute and with the approval of a Special Resolution, have the power to register by way of continuation as a body corporate under the laws of any jurisdiction outside the Cayman Islands and to be deregistered in the Cayman Islands.

APPENDIX - SPECIAL RIGHTS ATTACHING TO THE PREFERRED SHARES

附录 - 优先股的优先权利

1. REPURCHASE
回购

1.01 If any of the following circumstances (the "**Repurchase Event**") arises, any Series A Investor(s), Series B Investor(s) or Series C Investor shall be entitled to request the Company and the Founders Parties to repurchase all or a portion of its Series A Preferred Shares, Series B Preferred Shares and Series C Preferred Shares:
如果以下任一情况（"**回购事件**"）出现，则任一 A 轮投资方、B 轮投资方或 C 轮投资方有权要求本公司及创始人方回购其所持有的全部或部分 A 轮优先股、B 轮优先股和 C 轮优先股：

(1) The Company fails to complete the Listing in accordance with the Shareholder Agreement by the start time of repurchase (which is the date falling thirty-six (36) months after the closing date of the Series C financing, i.e. December 31, 2023), except that such failure is in connection with the unilateral objection to the Listing from the Investor requesting for the repurchase;
除因要求回购的一方投资方单方面不同意上市的原因造成本公司未能按股东协议约定完成上市的外，本公司未能在回购开始时间（C 轮交割日起 36 个月届满之日，即 2023 年 12 月 31 日）按约完成上市；

(2) The Listing application submitted by the Company is rejected by the relevant listing regulatory authorities (including but not limited to the China Securities Regulatory Commission and The Stock Exchange of Hong Kong Limited);
本公司提交上市申请后，被有关上市监管机构（包括但不限于中国证券监督管理委员会、交易所）否决申请；

(3) Any Undertaking Party commits a material breach of its representation, warranty, undertaking or obligation under the Transaction Documents (including, the Reorganization Framework Agreement, the Subscription Agreement, the Shareholder Agreement, the Memorandum and Articles of Association (including this Appendix), the Series Angel Capital Increase Agreement, the Series A Capital Increase Agreement, the Series B Capital Increase Agreement and/or the Series C Capital Increase Agreement) and fails to remedy it in a timely manner;
任一承诺方严重违反其在交易文件（包括重组框架协议、股份认购协议、股东协议、本章程及附件、各轮投资人对应的《天使轮增资协议》、《A 轮增资协议》、《B 轮增资协议》和/或《C 轮增资协议》）项下的陈述、保证、承诺或义务，且未能及时补救；

(4) The Founder breaches its full-time service and non-compete obligations under Section 7 of the Shareholder Agreement and/or Section 7 of the Series C Capital Increase Agreement;
创始人违反其在《股东协议》第七条和/或《C 轮增资协议》第七条项下全职服务及竞业限制义务；

(5) The Founders Parties or the Employee Stock Ownership Platforms transfer its shares in the Company directly or indirectly without the consent of the Investors;
创始人方或员工持股平台未经投资方同意擅自直接或间接转让其持有的本公司股权；

(6) The Founder has major personal integrity problems, including but not limited to: any Group Company having an off-book operation mode or off-book cash sales income unbeknownst to the Investors;

创始人出现重大个人诚信问题，包括但不限于集团公司出现投资方不知情的账外经营方式隐瞒集团公司经营或账外现金销售收入；

(7) The Undertaking Party has failed to fulfill its commitment obligations under Section 5 of the Series C Capital Increase Agreement;
承诺方未能完成其在《C轮增资协议》第五条项下的承诺义务；

(8) The certified public accountants appointed by the Company are unable to issue an unqualified audit report, making it impossible for the Company's Listing;
本公司委任的注册会计师无法出具无保留意见的审计报告，致使本公司不可能上市；

(9) Any of the government licenses, authorizations, permits, consents and approvals necessary for any Group Company to engage in its business operations, including but not limited to the insurance brokerage business license, the value-added telecommunication business license and other qualifications and permits required by the National Administration of Financial Regulation for engaging in the Internet insurance business (collectively, the **"Government Permits"**), cannot be obtained, have lapsed, have been revoked or withdrawn due to reasons other than changes in the applicable laws, which has effectively affected the continuing business operations of the Group Company;
集团公司从事其业务经营所必需的任一政府执照、授权、许可、同意和批准，包括但不限于经营保险经纪业务许可证、增值电信业务经营许可证以及国家金融监督管理总局要求的从事互联网保险业务所需的其他资质和许可（合称"**政府许可**"）因法律变动以外的原因无法取得、失效、被吊销或撤销而实际影响到集团公司持续经营业务；

(10) In the event that the main business of any Group Company cannot be operated normally or the important business licenses necessary for its business operation (including but not limited to the insurance brokerage business license, and the value-added telecommunication business license) cannot be obtained, have lapsed, have been revoked or withdrawn due to changes in the laws, and the parties to the Shareholder Agreement have agreed to grant a grace period of 3-6 months (the **"Grace Period"**) based on the circumstances at the time, such Group Company shall seek to transform its business or seek other reasonable solutions within the Grace Period or the extension period as agreed by the parties to the Shareholder Agreement, with the full cooperation of the Investors. After the expiration of the Grace Period or the extension period agreed by the parties to the Shareholder Agreement, if such Group Company fails to propose an effective solution or the Investors are unwilling to accept the solution proposed by such Group Company, the Investors shall have the right to demand the exercise of the right of repurchase in accordance with the provisions of Clause 2.
若因法律变动导致集团公司主营业务无法正常经营或其业务经营所必需的重要经营许可（包括但不限于经营保险经纪业务许可证和增值电信业务经营许可证）无法取得、失效、被吊销或撤销的，各方同意根据届时的具体情况协商达成一个3-6个月的宽限期（"**宽限期**"），集团公司应在宽限期或各方同意延长的期限内寻求业务转型或其他合理的解决办法，且投资方亦应全力配合。宽限期或各方同意延长的期限届满后，如集团公司未能提出有效的解决办法，或投资方不愿接受集团公司所提出的解决办法，投资方有权要求按照第 2 条的规定行使回购权。

(11) Any other Investor requests the Company to repurchase all or a portion of the shares it held in the Company pursuant to the Shareholder Agreement, this Appendixand other legally binding documents.
任何其他投资方依据股东协议、本附件及其他具有法律效力的文件要求本公司回购其所持有的全部或部分本公司股权。

1.02 Where the Investor requests to have all or a portion of its Series A Preferred Shares, Series B Preferred Shares and/or Series C Preferred Shares repurchased pursuant to Clause [1.01] above, 投资方依据前述第[1.01]条规定要求回购其持有的全部或部分 A 轮优先股、B 轮优先股和/或 C 轮优先股的，

(i) the Company shall repurchase the Series A Preferred Shares, Series B Preferred Shares and/or Series C Preferred Shares as requested by the Investor within 30 days after the Investor issues a written notice, and pay the full repurchase price to such Investor in a manner specified by the Investor; or
本公司应在该投资方发出书面通知后30日内回购该投资方要求回购的A轮优先股、B轮优先股和/或C轮优先股，并以该投资方指定的方式向其全额支付回购价格；或

(ii) the Company shall immediately distribute the undistributed profits of the previous years, and shall distribute the distributable profits of the current year in full each year after such distribution. In each distribution, the Founders Parties' right to profit distribution shall be transferred free of charge to the Investor who requests for share repurchase, and the Company shall directly distribute the profit which the Founders Parties shall be entitled to receive to the Investor who requests for share repurchase, so as to fulfill the obligation of the Founders Parties to pay the repurchase price to the Investor. The Investor shall transfer the Series A Preferred Shares, Series B Preferred Shares and/or Series C Preferred Shares that it has requested to be repurchased to the Founders or a third party designated by the Founders at a nominal price, or at the lowest price permitted by the applicable laws (the **"Transfer Price"**), upon satisfaction of the conditions set forth below: The amount of profit distribution received by the Investor is equal to the repurchase price less the Transfer Price under method (i) above. In the event that the adoption of method (ii) results in a higher tax burden on the Investor than the adoption of method (i), the Company shall indemnify the Investor, so that the tax burden on the Investor will not exceed the level of tax burden resulting from the adoption of method (i). For the avoidance of doubt, the Investor may, taking into account the provisions of the applicable laws at the time and the specific circumstances of the Company, request the Company and/or the Founders Parties to perform the repurchase obligation by means of method (i) or method (ii) above or other means permitted by the applicable laws.
本公司应当对之前历年未分配的利润立即进行分配，该次分配之后每年本公司均应当将当年可分配利润全额分配，在各次分配中创始人方对利润分配的收益权应当无偿转让给要求回购股权的投资方，本公司应当将创始人方应分得的利润直接分配给要求回购股权的投资方，以履行创始人方向投资方支付回购价格的义务。投资方应在满足下述条件时将其要求回购的 A 轮优先股、B 轮优先股和/或 C 轮优先股以名义价格或适用法律允许的最低价格（**"转让价格"**）转让给创始人或其指定的第三方：投资方收到的利润分配金额等同于上述(i)方式下的回购价格扣除转让价格。如采取(ii)方式给投资方造成比采取(i)方式更高的税务负担，则本公司应补偿投资方，以使投资方的税务负担不超过(i)方式所导致的税务负担水平。为避免疑义，投资方可以综合考虑届时适用法律的规定以及本公司具体情况，决定采取上述(i)方式或(ii)方式或其他适用法律允许的方式要求本公司和/或创始人方履行回购义务。

1.03 If, due to the actual situation at that time or the requirements of government authorities, the Company is unable to perform its repurchase obligation, or for any reason, the Company fails to complete the repurchase and pay the repurchase price within 30 days after the Investor sends the repurchase notice, the Investor has the right to request any of the Founders to perform the repurchase obligation in accordance with the provisions under this paragraph. The repurchase price paid by the Founders Parties shall be limited to the realizable value of the shares in the Company actually held by the Founders Parties directly or indirectly and shall be paid with its realized value. Notwithstanding the foregoing, in the event of a Repurchase Event as contemplated in paragraphs (3), (4), (5) or (6) of Clause [1.01] or any Repurchase Event arising out of the fraud, intentional or gross negligence of the Founders, the Founders Parties' obligation to pay the repurchase price hereunder shall not be limited to the realized value of the shares in the Company actually held by the Founders directly or indirectly.
若因届时实际情况或政府部门要求导致本公司无法履行回购义务的，或无论因任何原因本公司在投资方发出回购通知后 30 日内仍未完成回购并支付回购价格的，则投资方有

权要求任一创始人方按照本款的约定履行回购义务。创始人方支付的回购价款以其所实际直接或间接持有的本公司股权的变现值为限并以其变现款项支付。尽管有前述规定，若发生第[1.01]条第（3）、（4）、（5）或（6）款约定的回购事件或者任何由于创始人的欺诈、故意或重大过失引起的回购事项，则创始人方在本条项下的支付回购价款的义务不以其所实际直接或间接持有的本公司股权的变现值为限。

1.04 Repurchase Price of the Series C Preferred Shares
C 轮优先股的回购价格

1.04.1 If the Series C Investor requests to have all or a portion of its Series C Preferred Shares repurchased pursuant to paragraphs (4), (5) or (6) of Clause [1.01] above, the repurchase price shall be the highest of the following:
C 轮投资方依据前述第[1.01]条第（4）、（5）或（6）款规定要求回购其持有的全部或部分 C 轮优先股，回购价格为以下三者中金额较高者：

(i) The subscription price (as set out in Section 3.01 of the Share Subscription Agreement) paid by the Series C Investor for the Series C Preferred Shares requested to be repurchased, plus the return calculated based on the rate of return of 30% (compounded interest) per annum (for the avoidance of doubt, such return shall be calculated from the date on which the Series C Investor (or its affiliates) pays its investment to Shouhui Technology Group pursuant to the Series C Capital Increase Agreement), plus all the undistributed profits accrued annually from the Series C Preferred Shares requested by the Series C investor to be repurchased (calculated based on the proportion of Series C Preferred Shares requested by the Series C Investor to be repurchased to all the shares of the Company), with returns less than one year being discounted on the pro rata basis of the actual time elapsed at the time of payment of the repurchase price;
C 轮投资方要求回购的 C 轮优先股所支付的认购价（以股份认购协议中第 3.01 条中的认购价为准）加上每年 30%（复利）的收益率计算的回报（为免疑义，该等回报应从 C 轮投资方（或其关联方）依据《C 轮增资协议》的约定向手回科技集团支付其投资款之日开始计算），并加上每年累计的、C 轮投资方要求回购的 C 轮优先股对应的所有未分配利润（按照 C 轮投资方要求回购的 C 轮优先股占本公司全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；

(ii) 1.5 times of the subscription price (as set out in Section 3.01 of the Share Subscription Agreement) paid by the Series C Investor for the Series C Preferred Shares requested to be repurchased, plus all the undistributed profits accrued each year on the Series C Preferred Shares requested by the Series C Investor to be repurchased (calculated based on the proportion of Series C Preferred Shares requested by the Series C Investor to be repurchased to all the shares of the Company); or
C 轮投资方要求回购的 C 轮优先股所支付的认购价（以股份认购协议中第 3.01 条中的认购价为准）的 1.5 倍，并加上每年累计的、C 轮投资方要求回购的 C 轮优先股对应的所有未分配利润（按照 C 轮投资方要求回购的 C 轮优先股占本公司全部股权的比例计算）；或

(iii) The fair market price of the Series C Preferred Shares requested by the Series C Investor to be repurchased, which shall be determined through the independent valuation conducted by an independent third party mutually agreed between by the Investor and the Company.
C 轮投资方要求回购的 C 轮优先股的公平市场价格，其估值应由投资方和本公司共同同意的独立第三方通过独立评估决定。

1.04.2 If the Series C Investor requests to have all or a portion of its Series C Preferred Shares repurchased pursuant to other provisions of Clause [1.01] above, the repurchase price shall be the highest of the following:
C轮投资方依据前述第[1.01]条其他规定要求回购其持有的全部或部分C轮优先股，回购价格为以下三者中金额较高者：

(i) The subscription price (as set out in Section 3.01 of the Share Subscription Agreement) paid by the Series C Investor for the Series C Preferred Shares requested to be repurchased, plus the return calculated based on the rate of return of 10% (simple interest) per annum (for the avoidance of doubt, such return shall be calculated from the date on which the Series C Investor (or its affiliates) pays its investment to Shouhui Technology Group pursuant to the Series C Capital Increase Agreement), plus all the undistributed profits accrued annually from the Series C Preferred Shares requested by the Series C investor to be repurchased (calculated based on the proportion of Series C Preferred Shares requested by the Series C Investor to be repurchased to all the shares of the Company), with returns less than one year being discounted on the pro rata basis of the actual time elapsed at the time of payment of the repurchase price;
C轮投资方要求回购的C轮优先股支付的C轮认购价（以股份认购协议中第3.01条中的认购价为准）投资额加上每年10%（单利）的收益率计算的回报（为免疑义，该等回报应从C轮投资方（或其关联方）依据《C轮增资协议》的约定向手回科技集团支付其投资款之日开始计算），并加上每年累计的、C轮投资方要求回购的C轮优先股对应的所有未分配利润（按照C轮投资方要求回购的C轮优先股占本公司全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；

(ii) 1.5 times of the subscription price (as set out in Section 3.01 of the Share Subscription Agreement) paid by the Series C Investor for the Series C Preferred Shares requested to be repurchased, plus all the undistributed profits accrued each year on the Series C Preferred Shares requested by the Series C Investor to be repurchased (calculated based on the proportion of Series C Preferred Shares requested by the Series C Investor to be repurchased to all the shares of the Company); or
C轮投资方要求回购的C轮优先股支付的C轮认购价（以股份认购协议中第3.01条中的认购价为准）的1.5倍，并加上每年累计的、C轮投资方要求回购的C轮优先股对应的所有未分配利润（按照C轮投资方要求回购的C轮优先股占本公司全部股权的比例计算）；或

(iii) The fair market price of the Series C Preferred Shares requested by the Series C Investor to be repurchased, which shall be determined through the independent valuation conducted by an independent third party mutually agreed between by the Investor and the Company.
C轮投资方要求回购的C轮优先股的公平市场价格，其估值应由投资方和本公司共同同意的独立第三方通过独立评估决定。

1.04.3 If neither the Company nor the Founders Parties have sufficient cash to pay the repurchase price of the Series C Preferred Shares and the Series C Investor does not request for liquidation of the Company, the Company shall, upon the request of the Series C Investor, deliver to the Series C Investor the commercial paper with a par value equal to the unpaid repurchase price, maturing in one year and bearing interest at a rate of 12% per annum, provided that such commercial paper shall meet the requirements of the Series C Investor.
若本公司和创始人方均无足够现金支付C轮优先股的回购价格，且C轮投资方未要求清算本公司，则本公司应在C轮投资方要求时向C轮投资方交付票面价

值与未支付的回购价格相等、一年到期且年息为 12%的商业票据，该等商业票据应符合 C 轮投资方的要求。

1.05 Repurchase Price of the Series B Preferred Shares
B 轮优先股的回购价格

1.05.1 If any Series B Investor requests to have all or a portion of its Series B Preferred Shares repurchased pursuant to paragraphs (4), (5) or (6) of Clause [1.01] above, the repurchase price shall be the highest of the following:
B 轮投资方依据前述第[1.01]条第（4）、（5）或（6）款规定要求回购其持有的全部或部分 B 轮优先股，回购价格为以下三者中金额较高者：

(i) The subscription price (as set out in Section 3.01 of the Share Subscription Agreement) paid by such Series B Investor for the Series B Preferred Shares requested to be repurchased, plus the return calculated based on the rate of return of 30% (compounded interest) per annum (For the avoidance of doubt, such return shall be calculated from the date on which such Series B Investor (or its affiliates) pays its investment to Shouhui Technology Group pursuant to the Series B Capital Increase Agreement), plus all the undistributed profits accrued annually from the Series B Preferred Shares requested by such Series B Investor to be repurchased (calculated based on the proportion of Series B Preferred Shares requested by such Series B Investor to be repurchased to all the shares of the Company), with returns less than one year being discounted on the pro rata basis of the actual time elapsed at the time of payment of the repurchase price;
B 轮投资方要求回购的 B 轮优先股所支付的认购价（以股份认购协议中第 3.01 条中的认购价为准）加上每年 30%（复利）的收益率计算的回报（为免疑义，该等回报应从 B 轮投资方（或其关联方）依据《B 轮增资协议》的约定向手回科技集团支付其投资款之日开始计算），并加上每年累计的、B 轮投资方要求回购的 B 轮优先股对应的所有未分配利润（按照 B 轮投资方要求回购的 B 轮优先股占本公司全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；

(ii) 1.5 times of the subscription price (as set out in Section 3.01 of the Share Subscription Agreement) paid by such Series B Investor for the Series B Preferred Shares requested to be repurchased, plus all the undistributed profits accrued each year on the Series B Preferred Shares requested by such Series B Investor to be repurchased (calculated based on the proportion of Series B Preferred Shares requested by such Series B Investor to be repurchased to all the shares of the Company); or
B 轮投资方要求回购的 B 轮优先股所支付的认购价（以股份认购协议中第 3.01 条中的认购价为准）的 1.5 倍，并加上每年累计的、B 轮投资方要求回购的 B 轮优先股对应的所有未分配利润（按照 B 轮投资方要求回购的 B 轮优先股占本公司全部股权的比例计算）；或

(iii) The fair market price of the Series B Preferred Shares requested by such Series B Investor to be repurchased, which shall be determined through the independent valuation conducted by an independent third party mutually agreed between the Investor and the Company.
B 轮投资方要求回购的 B 轮优先股的公平市场价格，其估值应由投资方和本公司共同同意的独立第三方通过独立评估决定。

1.05.2 If any Series B Investor requests to have all or a portion of its Series B Preferred Shares repurchased pursuant to other provisions of Clause [1.01] above, the repurchase price shall be the higher of the following:
B 轮投资方依据前述第[1.01]条其他规定要求回购其持有的全部或部分 B 轮优先

股，回购价格为以下两者中金额较高者：

(i) 1.5 times of the subscription price (as set out in Section 3.01 of the Share Subscription Agreement) paid by such Series B Investor for the Series B Preferred Shares requested to be repurchased, plus all the undistributed profits accrued each year on the Series B Preferred Shares requested by such Series B Investor to be repurchased (calculated based on the proportion of Series B Preferred Shares requested by such Series B Investor to be repurchased to all the shares of the Company); or
B 轮投资方要求回购的 B 轮优先股所支付的认购价（以股份认购协议中第 3.01 条中的认购价为准）的 1.5 倍，并加上每年累计的、B 轮投资方要求回购的 B 轮优先股对应的所有未分配利润（按照 B 轮投资方要求回购的 B 轮优先股占本公司全部股权的比例计算）；或

(ii) The fair market price of the Series B Preferred Shares requested by such Series B Investor to be repurchased, which shall be determined through the independent valuation conducted by an independent third party mutually agreed between the Investor and the Company.
B 轮投资方要求回购的 B 轮优先股的公平市场价格，其估值应由投资方和本公司共同同意的独立第三方通过独立评估决定。

1.05.3 If neither the Company nor the Founders Parties have sufficient cash to pay the repurchase price of the Series B Preferred Shares and the Series B Investor(s) does not request for the liquidation of the Company, the Company shall, upon the request of the Series B Investor(s), deliver to the Series B Investor(s) the commercial paper with a par value equal to the unpaid repurchase price, maturing in one year and bearing interest at a rate of 12% per annum, provided that such commercial paper shall meet the requirements of the Series B Investor(s).
若本公司和创始人方均无足够现金支付 B 轮优先股的回购价格，且 B 轮投资方未要求清算本公司，则本公司应在 B 轮投资方要求时向 B 轮投资方交付票面价值与未支付的回购价格相等、一年到期且年息为 12%的商业票据，该等商业票据应符合 B 轮投资方的要求。

1.06 Repurchase Price of the Series A Preferred Shares
A 轮优先股的回购价格

1.06.1 If any Series A Investor requests to have all or a portion of its Series A Preferred Shares repurchased pursuant to paragraphs (4), (5) or (6) of Clause [1.01] above, the repurchase price shall be the higher of the following:
A 轮投资方依据前述第[1.01]条第（4）、（5）或（6）款规定要求回购其持有的全部或部分 A 轮优先股，回购价格为以下两者中金额较高者：

(i) The subscription price (as set out in Section 3.01 of the Share Subscription Agreement) paid by any Series A Investor for the Series A Preferred Shares requested to be repurchased, plus the return calculated based on the rate of return of 30% (compounded interest) per annum (For the avoidance of doubt, such return shall be calculated from the date on which such Series A Investor (or its affiliates) pays its investment to Shouhui Technology Group pursuant to the Series A Capital Increase Agreement), plus all the undistributed profits accrued annually from the Series A Preferred Shares requested by such Series A Investor to be repurchased (calculated based on the proportion of Series A Preferred Shares requested by such Series A Investor to be repurchased to all the shares of the Company), with returns for less than one year being discounted on the pro rata basis of the actual time elapsed at the time of payment of the repurchase price; or
A 轮投资方要求回购的 A 轮优先股所支付的认购价（以股份认购协议中第 3.01 条中的认购价为准）加上每年 30%（复利）的收益率计算的回报（为免疑义，该等回报应从 A 轮投资方（或其关联方）依据《A 轮增资

协议》的约定向手回科技集团支付其投资款之日开始计算），并加上每年累计的、A 轮投资方要求回购的 A 轮优先股对应的所有未分配利润（按照 A 轮投资方要求回购的 A 轮优先股占本公司全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；或

(ii) The fair market price of the Series A Preferred Shares requested by such Series A Investor to be repurchased, which shall be determined through the independent valuation by an independent third party mutually agreed between the Investor and the Company.
A 轮投资方要求回购的 A 轮优先股的公平市场价格，其估值应由投资方和本公司共同同意的独立第三方通过独立评估决定。

1.06.2 If any Series A Investor requests to have all or a portion of its Series A Preferred Shares repurchased pursuant to other provisions of Clause [1.01] above, the repurchase price shall be the higher of the following:
A 轮投资方依据前述第[1.01]条其他规定要求回购其持有的全部或部分 A 轮优先股，回购价格为以下两者中金额较高者：

(i) The subscription price (as set out in Section 3.01 of the Share Subscription Agreement) paid by such Series A Investor for the Series A Preferred Shares requested to be repurchased, plus the return calculated based on the rate of return of 12% (compounded interest) per annum (For the avoidance of doubt, such return shall be calculated from the date on which such Series A Investor (or its affiliates) pays its investment to Shouhui Technology Group pursuant to the Series A Capital Increase Agreement), plus all the undistributed profits accrued annually from the Series A Preferred Shares requested by such Series A Investor to be repurchased (calculated based on the proportion of Series A Preferred Shares requested by such Series A Investor to be repurchased to all the shares of the company), with returns less than one year being discounted on the pro rata basis of the actual time elapsed at the time of payment of the repurchase price; or
A 轮投资方要求回购的 A 轮优先股所支付的认购价以股份认购协议中第 3.01 条中的认购价为准）加上每年 12%（复利）的收益率计算的回报(为免疑义，该等回报应从 A 轮投资方（或其关联方）依据《A 轮增资协议》的约定向手回科技集团支付其投资款之日开始计算)，并加上每年累计的、A 轮投资方要求回购的 A 轮优先股对应的所有未分配利润（按照 A 轮投资方要求回购的 A 轮优先股占本公司全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；或

(ii) The fair market price of the Series A Preferred Shares requested by such Series A Investor to be repurchased, which shall be determined through the independent valuation conducted by an independent third party mutually agreed between the Investor and the Company.
A 轮投资方要求回购的 A 轮优先股的公平市场价格，其估值应由投资方和本公司共同同意的独立第三方通过独立评估决定。

1.07 Upon receipt of a repurchase notice from any Investor, the Company and/or the Founders Parties shall notify other Investors within three (3) days, and other Investors shall notify the Company within fifteen (15) Business Days from the date of receipt of the notice whether or not they request to exercise the repurchase right under this Clause together. If two or more Investors request for the exercise of the repurchase right under this Clause, the repurchase shall be carried out and the repurchase price shall be paid by the Company and the Founders Parties in the following order: (1) the Company and the Founders Parties shall first fully repurchase the Series C Preferred Shares as requested by the Series C Investor at the repurchase price set forth in Clause [1.04] above; If the Company and the Founders Parties are unable to fully pay the full repurchase price of the Series C Preferred Shares requested by the Series C Investor to be

repurchased, the amount payable shall be distributed to the Series C Investor in proportion to its holdings of the Series C Preferred Shares; (2) Upon full payment of the repurchase price of the Series C Preferred Shares as requested by the Series C Investor, the Company and the Founders Parties shall first fully repurchase the Series B Preferred Shares requested by any Series B Investor at the repurchase price set forth in Clause [1.05] above; If the Company and the Founders Parties are unable to fully pay the full repurchase price of the Series B Preferred Shares requested by such Series B Investor to be repurchased, the amount payable shall be distributed among the Series B Investors in proportion to their holdings of the Series B Preferred Shares; (3) Upon full payment of the repurchase price of the Series B Preferred Shares as requested by such Series B Investor, the Company and the Founders Parties shall fully repurchase the Series A Preferred Shares requested by any Series A Investor at the repurchase price set forth in Clause [1.06] above; If the Company and the Founders Parties are unable to fully pay the full repurchase price of the Series A Preferred Shares requested by such Series A Investor to be repurchased, the amount payable shall be distributed among the Series A Investors in proportion to their holdings of the Series A Preferred Shares.
本公司和/或创始人方收到任何投资方发出的回购通知，应在三（3）日内通知其他投资方，其他投资方应当在收到通知之日起在十五（15）个工作日内通知本公司其是否要求一同行使本条项下的回购权。如两方或两方以上的投资方要求行使本条项下的回购权，则本公司和创始人方应按照以下顺序进行回购和支付回购价格：（1）本公司和创始人方应当首先按照上述第[1.04]条的回购价格完全回购 C 轮投资方要求回购的 C 轮优先股；如果本公司和创始人方不能完全支付 C 轮投资方要求回购的 C 轮优先股的全部回购价格，则可支付的金额应在 C 轮投资方之间按照其持有的 C 轮优先股的比例进行分配；（2）在完全支付 C 轮投资方要求回购的 C 轮优先股的回购价格后，本公司和创始人方应当首先按照上述第[1.05]条的回购价格完全回购 B 轮投资方要求回购的 B 轮优先股；如果本公司和创始人方不能完全支付 B 轮投资方要求回购的 B 轮优先股的全部回购价格，则可支付的金额应在 B 轮投资方之间按照其持有的 B 轮优先股的比例进行分配；（3）在完全支付 B 轮投资方要求回购的 B 轮优先股的回购价格后，本公司和创始人方应按照上述第[1.06]条的回购价格完全回购 A 轮投资方要求回购的股权；如果本公司和创始人方不能完全支付 A 轮投资方要求回购的 A 轮优先股的全部回购价格，则可支付的金额应在 A 轮投资方之间按照其持有的 A 轮优先股的比例进行分配。

1.08 If the Founders Parties are more than 10 days late in paying the repurchase price, the Investor shall have the right to sell all or a portion of the shares held by the Founders Parties in the Company and other interests held by the Founders Parties in the Company, together with the interests in the Company of the Investor exercising the repurchase right (but not including other Investors), in a single transaction or multiple transactions to a third party or third parties, and have the sale price paid to the Investor exercising the repurchase right, until the repurchase price has been fully received. The Founders Parties of the Company and the Company shall, within 10 days after the receipt of the transfer notice, sign an equity transfer agreement with the third party designated by the Investor in accordance with the terms and conditions of the sale of shares as stated in the transfer notice. The terms and conditions of the equity transfer agreement entered into by the Founders with the third party shall be the same as the terms and conditions of the equity transfer agreement entered into by the Investor with such third party.
本公司创始人方逾期支付回购价格超过 10 日的，投资方有权将本公司创始人方在本公司的全部或部分股权和其它权益与该等行使回购权的投资方（但不包括其他投资方）在本公司的权益通过单笔或多笔交易出售给一家或数家第三方，并将出售价款支付给行使回购权的投资方，直至收到全部股权回购价格为止。本公司创始人方及本公司应当在收到转让通知后 10 日内，按照转让通知所述售股条件，与投资方指定的第三方签署股权转让协议书。本公司创始人方与第三方签订股权转让协议的条件和条款应当与投资方与该第三方签订的股权转让协议的条件和条款相同。

1.09 If the Company and/or the Founders Parties refuse to fulfill the repurchase obligation at that time, and if the Company's latest financial statements show that the Company's net assets are higher than or equal to the repurchase price, the Investor shall have the right to request to hold an extraordinary general meeting to commence the legal proceedings for the reduction of the issued share capital of the Company by repurchasing the Series C Preferred Shares, Series B

Preferred Shares and/or Series A Preferred Shares held by the Investor from the Company by means of reduction of share capital, and have the Company pay to the Investor the repurchase price as set forth in Clause [1.04], [1.05] or [1.06], and the other shareholders of the Company shall pledge to vote in favour of the proposal on issued capital reduction; or if the Company's latest financial statements show that the Company's net assets are less than the repurchase price, the Investor shall have the right to request to hold an extraordinary general meeting to have the Company dissolved and liquidated in accordance with the Section 2 of this Appendix, and the other shareholders of the Company shall pledge to vote in favour of the proposal on dissolving the Company.
如果届时本公司和/或创始人方拒不履行回购义务，且届时如本公司最新的财务报表显示本公司净资产高于或等于回购价格的，则投资方有权提请召开股东会临时会议，启动减少本公司已发行股本的法定程序，将投资方持有的 C 轮优先股、B 轮优先股和/或 A 轮优先股以减少股本方式从本公司中退出，并由本公司向投资方支付第[1.04]条、第[1.05]条或第[1.06]条约定的回购价格，本公司其他股东承诺将对减少已发行股本议案投赞成票；或者如本公司最新的财务报表显示本公司净资产低于回购价格的，则投资方有权提请召开股东会临时会议，并按照本附件第 2 条清算优先权的规定对本公司进行解散清算，本公司其他股东承诺将对解散本公司的议案投赞成票。

1.10 Until all of the Investor's shares are fully repurchased, the Investor shall continue to enjoy full shareholder rights under the applicable laws, the Shareholder Agreement and this Memorandum and Articles of Association with respect to the portion of the Investor's shares for which it has not received the repurchase price, and during this period the Investor shall continue to have the right to appoint Directors to the Board of Directors of any Group Company in accordance with the provisions of the Shareholder Agreement.
在投资方全部股权未被完全赎回之前，投资方就其未取得回购价格部分的股权仍享有适用法律、股东协议和本组织章程大纲及章程细则项下完全的股东权利，且投资方在此期间仍有权根据股东协议的约定向集团公司的董事会委派董事。

1.11 For the avoidance of doubt, the provisions from Clause [1.01] to Clause [1.10] above do not include the Series Angel Preferred Shares held by the Series Angel Investors.
为免歧义，上文[1.01]至[1.10]的约定不含天使轮投资方持有的天使轮优先股。

1.12 After any Series A Investor, Series B Investor and Series C Investor exercises the above repurchase rights and receive the full repurchase price, the Series Angel Investors have the right to request for the repurchase of its Series Angel Preferred Shares upon the occurrence of the Repurchase Event. In the event that a repurchase is requested as a result of the matters set forth in paragraph [1.01](4), the repurchase price shall be the return calculated on the basis of the full subscription price paid by Jidixintian for the Series Angel Preferred Shares requested by such Series Angel Investor to be repurchased under the Series Angel Capital Increase Agreement, plus a rate of return of 30% (compound interest) per annum. In the event that a repurchase is requested as a result of the other matters set forth in Clause [1.01], the repurchase price shall be the full subscription price paid by Jidixintian for the Series Angel Preferred Shares requested by such Series Angel Investor to be repurchased under the Series Angel Capital Increase Agreement * （1+8%）^T (where T refers to the number of years from February 10, 2015 to the date on which a repurchase agreement is signed. A period of less than 6 months shall not be counted, and a period of more than 6 months but less than one year shall be counted as one year). The repurchase price paid by the Founders shall be limited to the realizable value of the Company shares actually held by the Founders directly or indirectly and shall be paid with its realized value. If the repurchase price paid by the Founders is insufficient to cover the full repurchase price paid to such Series Angel Investor, the repurchase price obtained by a certain Series Angel Investor at that time is equal to the full repurchase price paid by the Founders * (issued share capital of the Company corresponding to the Series Angel Preferred Shares held by such Series Angel Investor at that time/issued share capital of the Company corresponding to the Series Angel Preferred Shares held by all the Series Angel Investors at that time).
在 A 轮投资方、B 轮投资方和 C 轮投资方行使上述回购权且收取全额回购价格后，天使轮投资方有权在回购事件发生时要求回购其持有的天使轮优先股的权利，如因第[1.01]（4）款规定的事项而要求回购的，回购价格为天使轮投资方按照根据《天使轮增资协议》中，信天创投认购其要求回购的天使轮优先股支付的全部认购价格加上每年 30%（复利）

的收益率计算的回报。如因第[1.01]条规定的其他事项而要求回购的，回购价格=天使轮投资方按照《天使轮增资协议》中，信天创投按照认购其要求回购的天使轮优先股支付的全部认购价格*（1+8%）^T（T 是指自 2015 年 2 月 10 日起至签署回购协议之日为止的年份数。不满 6 个月的不计算，6 个月以上不满一年的按一年计算）。创始人支付的回购价格以其所实际直接或间接持有的本公司股权的变现值为限并以其变现款项支付。若创始人支付的回购价款不足以支付天使轮投资方的全部回购价款，则届时某个天使轮投资方取得的回购价款=创始人支付的全部回购价款金额*（某一天使轮投资方届时持有的天使轮优先股所对应的公司已发行股本/全部天使轮投资方届时持有的天使轮优先股所对应的公司已发行股本）。

2. LIQUIDATION OF THE COMPANY
公司清算

2.01 In the occurrence of the Liquidation Event (as defined below) of any Group Company, the Series C Investor shall be entitled to obtain, ahead of the other shareholders of the Company, 150% of the Series C subscription price (subject to the subscription price stipulated in Section 3.01 of the Share Subscription Agreement) equivalent to the Series C Preferred Shares they hold in accordance with the Share Subscription Agreement plus the undistributed profit corresponding to such Series C Preferred Shares ("**Series C Liquidation Preference**") out of the assets available for distribution to the shareholders. In the event that the assets available for distribution among the shareholders are insufficient to pay the Series C Liquidation Preference in full to the Series C Investor, the assets shall be distributed to the Series C Investor in proportion to the Series C Preferred Shares they hold.
如集团公司发生清算事件（定义见下）的，C 轮投资方有权优先于本公司的其他股东从可向股东分配的清算财产中获得其根据股份认购协议取得其持有的 C 轮优先股对应的 C 轮认购价（以股份认购协议中第 3.01 条中的认购价为准）的 150%的金额加上该等 C 轮优先股对应的未分配利润（"**C 轮清算优先额**"）。可向股东分配的清算财产不能足额支付 C 轮投资方的全部 C 轮清算优先额的，则由 C 轮投资方按其持有的 C 轮优先股的比例进行分配。

2.02 Upon the Series C Investor receiving the full Series C Liquidation Preference paid in cash, the Series B Investors shall be entitled to obtain, ahead of the other shareholders of the Company, 150% of the Series B subscription price (subject to the subscription price stipulated in Section 3.01 of the Share Subscription Agreement) equivalent to the Series B Preferred Shares they hold in accordance with the Share Subscription Agreement plus the undistributed profit corresponding to such Series B Preferred Shares ("**Series B Liquidation Preference**") out of the assets available for distribution to the shareholders. In the event that the assets available for distribution among the shareholders are insufficient to pay the Series B Liquidation Preference in full to the Series B Investors, the assets shall be distributed to the Series B Investors in proportion to the Series B Preferred Shares they hold.
在 C 轮投资方足额获得以现金支付的 C 轮清算优先额后，B 轮投资方有权优先于本公司的其他股东从可向股东分配的清算财产中获得其根据股份认购协议取得其持有的 B 轮优先股的认购价（以股份认购协议中第 3.01 条中的认购价为准）的 150%的金额加上该等 B 轮优先股对应的未分配利润（"**B 轮清算优先额**"）。可向股东分配的清算财产不能足额支付 B 轮投资方的全部 B 轮清算优先额的，则由 B 轮投资方按其持有的 B 轮优先股的比例进行分配。

2.03 Where there are assets available for distribution left after the Series B Investors receive the full Series B Liquidation Preference paid in cash, the Series A Investors shall be entitled to obtain, ahead of the other shareholders of the Company, 150% of the subscription price (subject to the subscription price stipulated in Section 3.01 of the Share Subscription Agreement) equivalent to the Series A Preferred Shares they hold (which, for the avoidance of doubt, exclude the Series Angel Preferred Shares held by the Series Angel Investors) in accordance with the Share Subscription Agreement plus the undistributed profit corresponding to such Series A Preferred Shares ("**Series A Liquidation Preference**"). If the remaining assets available for distribution to the Series A Investors are insufficient to pay the Series A Liquidation Preference in full to the Series A Investors, the assets shall be distributed to the Series A Investors in proportion to

the Series A Preferred Shares they hold (which, for the avoidance of doubt, exclude the Series Angel Preferred Shares held by the Series Angel Investors).
在 B 轮投资方足额获得以现金支付的 B 轮清算优先额后，如有剩余可分配的清算财产，则 A 轮投资方优先于本公司的其他股东从剩余部分财产中获得其根据股份认购协议取得其持有的 A 轮优先股（为免歧义，不包括天使轮投资方持有的天使轮优先股）的认购价（以股份认购协议中第 3.01 条中的认购价为准）的 150%的金额加上该等 A 轮优先股对应的未分配利润（"**A 轮清算优先额**"）。可向 A 轮投资方分配的剩余清算财产不能足额支付 A 轮投资方的全部 A 轮清算优先额的则由 A 轮投资方按其持有的 A 轮优先股（为免歧义，不包括天使轮投资方持有的天使轮优先股）的比例进行分配。

2.04 Where there are assets available for distribution left after the Series C Investor, Series B Investors and Series A Investors receive the Series C Liquidation Preference, the Series B Liquidation Preference and the Series A Liquidation Preference in full paid in cash, the Series Angel Investors shall be entitled to obtain, ahead of other shareholders of the Company, the remaining portion of the assets according to the Series Angel Capital Increase Agreement, Jidixintian shall obtains 150% of the subscription price (subject to the subscription price stipulated in Section 3.01 of the Share Subscription Agreement) corresponding to the Series Angel Preferred Shares it holds ("**Series Angel Liquidation Preference**"). Then at that time, the liquidation price obtained by a certain Series Angel Investor equals to the full liquidation price paid by the Founder * (issued share capital of the Company corresponding to the Series Angel Preferred Shares held by such Series Angel Investor/issued share capital of the Company corresponding to the Series Angel Preferred Shares held by all Series Angel Investors at that time).
在 C 轮投资方、B 轮投资方及 A 轮投资方足额获得以现金支付的 C 轮清算优先额、B 轮清算优先额和 A 轮清算优先额后，如有剩余可分配的清算财产，则天使轮投资方优先于本公司其他股东从剩余部分财产中获得根据《天使轮增资协议》中，信天创投取得其持有的天使轮优先股的认购价（以股份认购协议中第 3.01 条中的认购价为准）的 150%的金额（"**天使轮清算优先额**"）。则届时某个天使轮投资方取得的清算价款=创始人支付的全部清算价款金额*（某一天使轮投资方届时持有的天使轮优先股所对应的公司已发行股本 / 全部天使轮投资方届时持有的天使轮优先股所对应的公司已发行股本）。

2.05 Where there are assets available for distribution left after the Series C Investor, Series B Investors, Series A Investors and Series Angel Investors receive the Series C Liquidation Preference, the Series B Liquidation Preference, the Series A Liquidation Preference and the Series Angel Liquidation Preference in full paid in cash, the remaining proportion of the assets shall be distributed to all the shareholders of the Company (including the Investors) in line with their respective shareholding percentages (which are calculated in accordance with the percentages after the Employee Stock Ownership Platforms transfer the outstanding shares they hold under the employee stock ownership plan to all the shareholders of the Company, excluding the Employee Stock Ownership Platforms).
在 C 轮投资方、B 轮投资方、A 轮投资方和天使轮投资方足额获得以现金支付的 C 轮清算优先额、B 轮清算优先额、A 轮清算优先额和天使轮清算优先额后，如仍有剩余可分配的清算财产，则剩余部分财产应当在本公司所有股东（包括投资方）之间按股份比例（按届时员工持股平台将其代持且尚未发放的员工股权激励计划的股份按比例转让给本公司除员工持股平台以外的全体股东后的比例计算）进行分配。

2.06 In case the distributed assets received by the Investors after the Company completes the liquidation do not meet the amounts as agreed in Clause [2.01] and Clause [2.02] for whatever reason, the other shareholders of the Company shall endeavor to realize the Investors' liquidation preference by means of bestowal without consideration or in any other means

allowed by laws to the extent of the liquidation preference they are entitled to receive in accordance with their shareholding percentages in the Company.
无论因任何原因，如本公司清算完成后投资方收到的分配财产不足第[2.01]和[2.02]条约定金额的，本公司其他股东应以其根据其持有本公司股权获取的清算金额为限以无偿赠与或法律许可的其他方式尽力实现投资方享有的清算优先权。

2.07 In case the Investors do not receive the investment amount in full after a Liquidation Event occurs for any Group Company and the Founders start a new project within 5 years after such Liquidation Event occurs, the Founders shall disclose the relevant information of the project to the Investors ahead of time and permit the Investors to convert their unrecovered investment amount from the Company into the investment in the subsequent project, and the Investors may calculate their equity ratios in the subsequent project in line with the amount after such conversion and make no additional investment.
如集团公司发生清算事件且投资方未完全收回投资款的，自清算事件发生之日起 5 年内创始人从事新项目的，该创始人应提前向投资方披露该项目的相关信息，并认可投资方在本公司未收回的投资金额折为后续项目的投资金额，投资方可以按照该等折转后的金额计算得出其享有后续项目的股权额度，且投资方无需再出资。

2.08 A Liquidation Event means: (1) an involuntary liquidation, dissolution, termination or winding up occurs for the Company, Shouhui BVI, Shouhui Hong Kong, Shouhui Tianjin, Shouhui Technology Group and Shouhui Chuangxiang, or (2) the Group Companies (as a whole) is acquired or merged or incurs a similar deal, and as a result, the shareholders of the Company before the deal will take a shareholding ratio or percentage of voting rights less than 50% in the surviving entity after the deal, or (3) a deal through which any Group Company makes a materially disposal of all or substantially all of the intellectual properties, assets or operations of such Group Company by means of lease, exclusive license, sale ,transfer, etc., or (4) any Group Company is deprived of or fails to obtain the business license or business qualification that renders it incapable to maintain the normal operation.
清算事件指：（1）本公司、手回 BVI、手回香港、手回天津、手回科技集团、手回创想发生非自愿的清算、解散、终止或清盘，或（2）集团公司（作为一个整体）被收购、兼并或其他类似交易，导致本公司在交易发生前的股东在交易发生后的存续实体中的持股比例或表决权比例少于 50%，或（3）集团公司通过租赁、排他性许可、出售、转让等方式实质性处置集团公司全部或绝大部分知识产权、资产或业务的交易，或（4）被吊销/未取得营业执照或业务资质而导致集团公司业务无法正常运营的。

2.09 Where the distribution plan or sequence stated in Clause 2 is opposed by the related government authority or made not directly feasible for any other reason, the parties to the Shareholder Agreement shall first distribute the assets in line with the shareholding ratios, and then the Undertaking Parties other than the Group Companies shall, by means of bestowal without consideration, pay the assets obtained or price based on their shareholding ratios to the Investors based on the Investors' shareholding ratios in the Company (for the avoidance of doubt, the Undertaking Parties other than the Group Companies and the other shareholders hereby expressly agree and confirm that such bestowal without consideration is irrevocable), so that the Investors will eventually obtain all the assts or price they shall obtain in accordance with the distribution plan and sequence stated in this Clause.
如果届时相关政府部门反对第 2 条所述的分配方案、顺序，或因为其他原因导致本条所述的分配方案、顺序无法直接实行，则各方应先行按照权益比例进行分配，之后由除集团公司以外承诺方通过无偿赠予的方式按股份比例将其获得的分配财产或价款，按照投资方在公司的持股比例，交付给投资方(为避免疑义，除集团公司以外承诺方及其他股东在此明确同意并确认该等无偿赠予不可撤销)，使得投资方最终获得按照本条所述的分配方案及顺序所应获得的全部财产或价款。

3. RIGHTS OF ALL INVESTORS
各投资方权利

3.01.1 Reserved Matters of the Investors: any Group Company shall not take any of the following actions, without first obtaining the prior written consent from each of the

Series C Investor, Matrix, Tasly and Sequoia China (no prior written consent from Sequoia China is required for item [(m)]) (the Undertaking Parties shall cause such Group Company to comply with this Clause):

投资方保留事项：任一集团公司从事以下任一行为，必须取得 C 轮投资方、经纬、天士力和红杉中国（唯第[(m)]项无需取得红杉中国的事先书面同意）的事先书面同意（承诺方应促使集团公司遵守本条约定）：

(a) effecting any merger, split, closedown, bankruptcy, liquidation, dissolution, material restructuring and/or any other transaction that will result in the change in the control of, or the transfer of most assets of, the Company or its subsidiaries (for avoidance of doubt, the term "subsidiary" or "subsidiaries" under this Appendix shall include Shenzhen Shouhui Technology Group Co. (深圳手回科技集团有限公司)), or any material events that will lead to dissolution, bankruptcy, liquidation, restructuring, divestitures, business spin-offs or bankruptcy (including Liquidation Events);
合并、分立、停业、破产、清算、解散、重大重组和 / 或其他导致本公司或控股子公司（为免疑义，本附件项下的控股子公司应包括但不限于深圳手回科技集团有限公司，以下同）控制权发生变更或大部分资产转移的交易，或任何导致解散、破产、清算、重组、资产剥离、业务分拆或破产的重大事项（包括清算事件）；

(b) change of the company name, organizational form or business scope of the Company or its subsidiaries; or amend the articles of association or other key documents of the Company or its subsidiaries; or vary the rights or preferred rights of the Investors or set any restriction; or vary the rights of any shareholder or equity to grant them more preferred or equal right over the Investors in dividend or asset distribution;
本公司或控股子公司公司名称、组织形式或经营范围变更，修改本公司或控股子公司的章程或其他关键文件；修改各投资方的权利、优先权或设置任何限制；修改任何股东或股权的权利使其在股息和资产分配时享有比投资方更优先或与其同等的权利；

(c) the Company or its subsidiaries issuing any new equities or bonds, conduct any equity financing, grant options, equity securities such as convertible bonds or similar rights to other shareholders or third parties, or undertake any of the aforesaid obligations;
本公司或控股子公司发行任何新的股权或债券、进行任何股权融资、给予其他股东或第三方期权、可转股债权等权益类证券或类似权利或承担任何上述义务；

(d) the Company or its subsidiaries increasing or reducing its shares or registered share capital, make any change to the shareholders or their shareholding ratios (excluding equity transfer of the Investors) or incurring any events that will cause a change in the effective shareholding ratios and/or shareholders' rights of the Investors;
本公司或控股子公司增加或减少股份/注册资本，股东或各股东的持股比例发生任何变化（投资方转让股权除外），或任何导致变更投资方有效持股比例及 / 或股东权利的事项；

(e) providing guarantees or financings to shareholders, de facto controller or directors of the Company or undertaking the liability to repay or guarantee the debts of the latter;
为公司股东、实际控制人或董事提供担保或借款，或者为后者的债务承担补偿或保证责任；

(f) making an investment in other enterprises or providing financings or guarantees for others;
向其他企业投资或者为他人提供借款或担保；

(g) establishing (including new establishments and acquisitions) a subsidiary, branch, joint venture or partnership; or dispose or dilute its direct or indirect equity in its subsidiaries, joint ventures or partnerships;
设立（包括新设和收购）子公司、分公司、合资企业、合伙企业；处置或摊薄在其子公司、合资企业、合伙企业的直接或间接的权益；

(h) disposing of, sell, merging with or otherwise dealing with all or part of the important assets, operations, goodwill or interests of the Company;
变卖、出售、并购或以其他方式处置本公司全部或部分重要资产、业务、商誉或权益；

(i) adjusting the number or composition of the Board of Directors or change the powers and rules of procedures of the Board of Directors;
调整董事会人数、构成或者改变董事会权限和议事规则；

(j) transacting with any shareholder, director, management member, employee or related parties of the aforesaid persons;
与任何股东、董事、管理人员、雇员或上述人员的关联方进行交易；

(k) approving, changing or terminating any employee stock ownership plan, profit sharing mechanism, bonus, incentive mechanism or share distribution plan;
批准、改变或终止公司员工持股计划、利润分成机制、奖金、激励机制、股份分享计划等；

(l) repurchasing any equities or shares of the Company (excluding the repurchase implemented in accordance with Clause 1 of this Appendix);
回购公司股权或股份（根据此附录第1条实施的回购除外）；

(m) approving any annual and quarterly financial budget plan, final account plan and business plan of the Company or make any adjustment to the aforesaid plan or budget after approval;
批准公司的年度和季度财务预算方案、决算方案和商业计划，或对前述已批准的计划或预算作出任何调整；

(n) approving any profit distribution plan and loss recovery plan of the Company, make any adjustment to the profit distribution plan of the Company or convert the surplus reserve into capital;
批准公司的利润分配方案和弥补亏损方案，以及公司利润分配政策的任何调整；公积金资本化；

(o) approving any listing plan of the Company or its subsidiaries, including without limitation to approving any engagement of intermediaries, the time and place of listing and offering price;
批准本公司或其控股子公司的上市计划，包括但不限于中介机构的聘用、上市时间、地点、发行价格；

(p) performing any other events that will cause a severe negative impact on the financial condition or business development of the Company or its subsidiaries;
进行其他严重负面影响本公司或其控股子公司的财务状况或业务发展的事项；

(q) engaging in any conduct that is reasonably expected to cause a negative impact on the rights of the Investors as shareholders of the Company;
从事经合理预期可能对投资方作为股东的权利产生不利影响的行为；

(r) making a substantive adjustment or amendment to the Final VIE Agreement ("最终VIE 协议" as defined in the Reorganization Framework Agreement) or terminate the Final VIE Agreement; and
对最终VIE 协议（定义见重组框架协议）进行实质性的调整或修改，或终止最终VIE协议；及

(s) consenting to or taking any of the aforesaid actions or permitting any subsidiary to do the same.
同意或实施上述行为或任何子公司从事上述行为。

3.01.2 Reserved matters of the Investor Directors: any Group Company shall not take any of the following actions, without first obtaining the prior written consent from the directors nominated by the Series C Investor and Tasly, respectively (the prior written consent from the director nominated by Sequoia China should also be obtained in the event such director is so appointed (subject to such director being registered on the register of director of the Company), while no prior written consent from such director is required for item [(m)]) (the Undertaking Parties shall cause the Group Company to comply with this Clause):
投资方董事保留事项：任一集团公司从事如下任一事项需取得 C 轮投资方和天士力各自提名的董事事先书面同意（在红杉中国实际提名董事到任的前提下（以红杉中国实际提名的董事登记在公司董事名册上为准），还需取得红杉中国提名的董事事先书面同意，但第[(m)]项无需取得红杉中国的事先书面同意）（承诺方应促使集团公司遵守本条约定）：

(a) terminating or causing a substantive change to the current operation of the Company or build a new brand;
终止或实质性变更公司目前从事的业务或建立新品牌；

(b) borrowing or assuming any debt in any other way in excess of RMB2 million, or selling, transferring, licensing, mortgaging or otherwise disposing of any intellectual properties of the Company, or creating any third-party right on any intellectual properties or other assets of the Company;
借款或以其他方式承担任何超过人民币200万元的债务，或出售、转让、授权、抵押或其他方式处置公司的知识产权，或在公司的知识产权或其他资产上创设任何第三方权利；

(c) imposing any encumbrance on any assets, operations or rights of the Company;
在其公司资产、业务或者权利上设置任何权利负担；

(d) performing one or a series of transactions involving an aggregate value in excess of RMB5 million beyond the ordinary business scope within 12 consecutive months;
在连续12个月内从事任何正常业务经营之外的、累计价值超过人民币500 万元的交易或一系列交易；

(e) approving the major risk (such as leverage) dimensions of the Company or its subsidiaries;
关于本公司或其控股子公司产品主要风险（如杠杆）尺度的批准；

(f) selling, transferring or disposing of assets involving an aggregate value in excess of RMB2 million or purchasing any real estate in an amount of more than RMB2 million within one accounting year;

公司一个会计年度内累计超过人民币200万元的资产出售、转让或处置或购买任何价值超过人民币200万元的不动产；

(g) incurring capital expenditure or other expenditures under related transactions involving an accumulated amount of more than RMB1 million beyond the budget approved by the general meeting of the Company within any accounting year;
在公司股东会批准的预算之外的在任何会计年度相关交易累计超过人民币100万元的资本支出或其他支出；

(h) all material merger and acquisition deals in excess of RMB3 million (including equity investment);
所有人民币300万元以上的重大兼并收购交易（包括股权投资）；

(i) disposing of or diluting the direct or indirect equity of any Group Company in its any subsidiary;
处置或摊薄任一集团公司在其子公司的直接或间接的权益；

(j) borrowing loans from banks, other financial institutions or third parties or acquiring any financial loan instruments beyond the annual budget approved by the general meeting of the Company (including agreed by the Series C Investor);
公司股东会批准（包括C轮投资方同意）的年度预算外发生的银行、其他金融机构或第三方贷款以及取得任何金融贷款工具；

(k) implementing employee stock ownership plan, profit sharing mechanism, bonus, incentive mechanism and share distribution plan, including determining the granting of the Company's options, grantees, exercise period and exercise price;
实施公司员工持股计划、利润分成机制、奖金、激励机制、股份分享计划等，包括决定公司期权的发放、发放对象、行权期限以及行权价格；

(l) increasing the annual salary of any management member of the Company with an annual salary above RMB1 million by more than 21.5%;
增加公司任何年薪高于人民币100万元的管理人员的年薪，且年涨幅超过21.5%；

(m) engaging or dismissing the general manager, CEO, chairman of the board of directors, deputy general manager, chief financial officer or other persons taking major positions at the Company;
聘任或解聘公司的总经理、CEO、董事长、副总经理、财务主管或其他重要职位；

(n) designating or changing the auditor of the Company, amending the accounting policy and principle or accounting year of the Company, initiate a legal procedure or other legal procedures involving an amount of more than RMB500,000; or enter into a settlement plan involving a dispute above RMB500,000;
指定或变更公司审计师，或修改公司会计政策和原则或会计年度提起标的金额超过人民币50万元的诉讼或其他法律程序；或就争议标的超过50万元的争议达成和解方案；

(o) Consenting to or taking any of the aforesaid actions or permitting any subsidiary to do the same.
同意或实施上述行为或任何子公司从事上述行为。

In case that any of the aforesaid matters or any other matter shall be submitted to the general meeting for consideration and approval pursuant to applicable laws and the

Company's Memorandum and Articles of Association, such matter shall also be approved by the Series C Investor, Matrix, Tasly and Sequoia China at the general meeting before taking effect.
以上事项及依据法律和本公司章程文件应由股东会审议表决的其他事项如提交本公司股东会表决，则股东会作出的决议须经 C 轮投资方、经纬、天士力和红杉中国同意方为有效。

Where any event stated under Clause 3.01.1 and Clause 3.01.2 above has occurred from the signing date of the Shareholder Agreement to the effective date of the Shareholder Agreement, the Company shall inform the Investors of the details of such event in writing as soon as possible.
如果在股东协议签署后至生效日之前发生上述第 3.01.1 条和第 3.01.2 条事项，本公司应尽快将详情书面通知各投资方。

3.01.3 Anti-dilution:
反稀释：

(a) If the issuance of any additional share capital or warrants/notes convertible into shares has been approved at general meeting of the Company (the "**Additional Issue**") as of the effective date of the Shareholder Agreement, the Investors shall be entitled to subscribe for all or part of the Additional Issue at the same price and upon the same condition as set forth in Section [8.01.6] of the Shareholder Agreement. Nevertheless, this excludes the shares or options issued under any employee stock ownership plan approved at general meeting and/or the Board of Directors of the Company in accordance with the Shareholder Agreement and the Articles of Association.
自股东协议生效日起，在本公司股东会已批准的前提下本公司发行任何新增股本或可转换为股份的权证票据（简称"**额外增发**"）时，投资方有权根据股东协议[8.01.6]条的约定按同等价格和条件认购相应的全部或部分额外增发。但根据届时经本公司股东会和 / 或董事会根据股东协议和本章程的约定批准的员工持股计划而发行的股份 / 期权不在此限。

(b) When an Additional Issue occurs, the Company and the Founders shall make sure that the price and condition of such Additional Issue shall not be more favorable than those of the Series A Preferred Shares, Series B Preferred Shares or Series C Preferred Shares obtained by the Investors. Where the Investors consent to the Additional Issue and the subscription price per share under the Additional Issue ("**New Low Price**") is more favorable to the subscription price per share or the investment price of the Series C Preferred Shares (only for the Series C Preferred Shares) at which the Investors obtain the Series A Preferred Shares, Series B Preferred Shares and/or Series C Preferred Shares (which, for the avoidance of doubt, excludes the Series Angel Preferred Shares held by the Series Angel Investors), then, the Investors shall be entitled to elect in their sole discretion any one or more of the following anti-dilution measures to protect their investment rights and interests: (i) the Investors shall have the right to obtain the new shares issued by the Company with no consideration or any other minimum consideration allowed by laws; (ii) require the Founders Parties and/or the Employee Stock Ownership Platforms to perform the anti-dilution obligation by transferring the shares they hold to the Investors with no consideration or any other minimum consideration allowed by laws; (iii) require the Undertaking Parties to compensate the Investors in cash so that the average consideration paid by the Investors per share for the Series C Preferred Shares they hold after the Additional Issue will not be higher than the weighted average price of Series C financing, the average consideration paid by the Investors per share for the Series B Preferred Shares they hold after the Additional Issue will not be higher than the weighted average price of Series B financing, and the average consideration paid by the Investors per share for the Series A Preferred Shares they hold after the Additional Issue will not be higher than the weighted

average price of Series A financing. Listed below is the specific formula for calculating the weighted average prices of Series C financing, Series B financing and Series A financing:
在额外增发发生时，本公司和创始人应保证额外增发的价格和条件不得比投资方获得A轮优先股、B轮优先股或C轮优先股的价格和条件更为优惠，如投资方同意额外增发，而额外增发的股份的每股认购价格（"**新低价格**"）优于投资方取得A轮优先股、B轮优先股和／或C轮优先股（为免歧义，不含天使轮投资方持有的天使轮优先股）对应的每股认购价格或C轮优先股投资价格（仅就C轮优先股而言），则作为反稀释保护措施，投资方有权自主选择以下任一种或多种方式保护其投资权益：（i）投资方有权以零对价或其它法律允许的最低对价进一步获得本公司发行的新股；（ii）要求创始人方和／或员工持股平台承担反稀释义务，由创始人方和／或员工持股平台以零对价或其他法律允许的最低价格向投资方转让其持有的股份；（iii）要求由承诺方以支付现金补偿的方式对投资方予以补偿，以使得额外增发后投资方为其所持有的C轮优先股对应的每一股所支付的平均对价不高于C轮加权平均价格，为其所持有的B轮优先股对应的每一股所支付的平均对价不高于B轮加权平均价格，为其所持有的A轮优先股对应的每一股所支付的平均对价不高于A轮加权平均价格。C轮加权平均价格、B轮加权平均价格和A轮价格加权平均价格的具体计算公式为：

Weighted average price of Series C financing = [(A+C)/(A+D)]xB
C轮加权平均价格＝[(A+C)/(A+D)]xB

In the formula: "A" means the total number of the issued and outstanding shares of the Company before the Additional Issue; "B" means the subscription price per share paid by the Investors to acquire the Series C Preferred Shares in accordance with the Subscription Agreement; "C" means the number of the shares of the Company that can be purchased with the proceeds from the Additional Issue, assuming that the Investors pays the subscription price per share for the Series C Preferred Shares under the Additional Issue in accordance with the Subscription Agreement; and "D" means the number of shares of the Company issued under the Additional Issue.
其中："A"指额外增发前本公司已发行在外的股份总数；"B"指投资方根据股份认购协议取得C轮优先股的每股认购价格；"C"指假设按照投资方根据股份认购协议取得C轮优先股对应的每股认购价格进行额外增发，该额外增发的融资额能购买的股权对应的本公司股份数；"D"指该额外增发的本公司股份数。

Weighted average price of Series B financing= [(A+C)/(A+D)]xB
B轮加权平均价格＝[(A+C)/(A+D)]xB

In the formula: "A" means the total number of the issued and outstanding shares of the Company before the Additional Issue; "B" means the subscription price per share paid by the Investors to acquire the Series B Preferred Shares in accordance with the Subscription Agreement; "C" means the number of the shares of the Company that can be purchased with the proceeds from the Additional Issue, assuming that the Investors pays the subscription price per share for the Series B Preferred Shares under the Additional Issue in accordance with the Subscription Agreement; and "D" means the number of shares of the Company issued under the Additional Issue.
其中："A"指额外增发前本公司已发行在外的股份总数；"B"指投资方根据股份认购协议取得B轮优先股的每股认购价格；"C"指假设按照投资方根据股份认购协议取得B轮优先股对应的每股认购价格进行额外增发，该额外增发的融资额能购买的股权对应的本公司股份数；"D"指该额外

增发的本公司股份数。

Weighted average price of Series A financing = [(A+C)/(A+D)]xB
A轮加权平均价格＝[(A+C)/(A+D)]xB

In the formula: "A" means the total number of the issued and outstanding shares of the Company before the Additional Issue; "B" means the subscription price per share paid by the Investors to acquire the Series A Preferred Shares in accordance with the Subscription Agreement; "C" means the number of the shares of the Company that can be purchased with the proceeds from the Additional Issue, assuming that the Investors pays the subscription price per share for the Series A Preferred Shares under the Additional Issue in accordance with the Subscription Agreement; and "D" means the number of shares of the Company issued under the Additional Issue.
其中："A"指额外增发前本公司已发行在外的股份总数；"B"指投资方根据股份认购协议取得A轮优先股对应的每股认购价格；C"指假设按照投资方根据股份认购协议取得A轮优先股对应的每股认购价格进行额外增发，该额外增发的融资额能购买的股权对应的本公司股份数；"D"指该额外增发的本公司股份数。

(c) Where the New Low Price is more favorable than the subscription price at which the Series Angel Investors, including Jidixintian, acquire the Series Angel Preferred Shares in accordance with the Subscription Agreement, Series Angel Investors shall be entitled to elect at its sole discretion any one or more of the following anti-dilution measures to protect its investment rights and interests: (i) the Series Angel Investors shall have the right to obtain the new shares issued by the Company with no consideration or any other minimum consideration allowed by laws; (ii) require the Founders Parties to perform the anti-dilution obligation by transferring the shares they hold to the Investors with no consideration or any other minimum consideration allowed by laws; (iii) require the Founders to compensate the Series Angel Investors in cash so that the average consideration paid by the Series Angel Investors per share for the Series Angel Preferred Shares it holds after the Additional Issue will not be higher than the weighted average price of the Series Angel financing. Listed below is the specific calculation formula:
如新低价格优于天使轮投资方根据股份认购协议中，天使轮投资方（包括信天创投）取得天使轮优先股的认购价格，则作为反稀释保护措施，天使轮投资方有权自主选择以下任一种方式保护其投资权益：（i）天使轮投资方有权以零对价或其它法律允许的最低对价进一步获得本公司发行的新股；（ii）要求创始人承担反稀释义务，由创始人以零对价或其他法律允许的最低价格向天使轮投资方转让其持有的股权；（iii）要求由创始人以支付现金补偿的方式对天使轮投资方予以补偿，以使得额外增发后天使轮投资方为其所持有的天使轮优先股对应的每一股所支付的平均对价不高于天使轮加权平均价格。具体计算公式为：

Weighted average price of Series Angel financing = [(A+C)/(A+D)]xB
天使轮加权平均价格＝[(A+C)/(A+D)]xB

In the formula: "A" means the total number of the issued and outstanding shares of the Company before the Additional Issue; "B" means the subscription price per share paid by the Series Angel Investors, including Jidixintian, to acquire the Series Angel Preferred Shares in accordance with the Subscription Agreement; "C" means the number of the shares of the Company that can be purchased with the proceeds from the Additional Issue, assuming that the Investors, including Jidixintian, pay the subscription price per share for the Series Angel Preferred Shares under the Additional Issue in accordance with the Subscription Agreement; and "D" means the number of

shares of the Company issued under the Additional Issue. 其中："A"指额外增发前本公司已发行在外的股份总数；"B"指天使轮投资方（包括信天创投）根据股份认购协议取得天使轮优先股对应的每股认购价格；"C"指假设按照天使轮投资方（包括信天创投）根据股份认购协议取得天使轮优先股对应的每股认购价格进行额外增发，该额外增发的融资额能购买的股权对应的本公司股份数；"D"指该额外增发的本公司股份数。

(d) When the Investors take the aforesaid measures, the Company and the shareholders other than the Investors (and the Founders Parties shall procure the Company and the shareholders other than the Investors) to fully cooperate. 投资方采取前述措施时，本公司及投资方以外的其他股东（且创始人方应促使本公司及投资方以外的其他股东）应予以完全配合。

4. MISCELLANEOUS 杂项

4.01 This Appendix shall be written in Chinese and English. Both versions shall have the same force and effect.
本附录应以中英文书就，两种文本具有同等效力。

4.02 Any terms used but not defined in this Appendix shall have the same meaning ascribed to them in the Shareholder Agreement.
本附录中使用但未定义的术语，应当与该等术语在股东协议中具有相同的含义。

4.03 Where any provision in this Appendix is illegal, invalid or unenforceable, or is declared by any arbitration tribunal or court with jurisdiction to be illegal, invalid or unenforceable, the other provisions shall remain valid and enforceable. If any provision is restricted by applicable law and cannot be enforced, the parties agree that it shall be adjusted in a manner that most closely aligns with the commercial intent of the parties.
如果本附录任何条款不合法、无效或不能执行，或者被任何有管辖权的仲裁庭或法院宣布为不合法、无效或不能执行，则其他条款仍然有效和可执行。如果任何条款受限于适用法律无法执行，则各方同意应按照最能符合各方商业意图的方式进行调整。

4.04 In the event of any inconsistency between other provisions of the Memorandum and Articles of Association and this Appendix, the provisions of this Appendix shall prevail.
如组织章程大纲及章程细则其他部分与本附录有任何不一致，以本附录为准。

【本页为 Shouhui Tech Limited《股份认购协议》签字页】

本协议已于文首书明的年份和日期签署，以昭信守。

手回开曼

由)
经正式授权代表)
Shouhui Tech Limited)
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.....
通过签署本协议，签字人
保证其已被正式授权代表
Shouhui Tech Limited

) 签署本协议

【Shouhui Tech Limited《股份认购协议》签字页】

各创始人

.....

光耀

【Shouhui Tech Limited《股份认购协议》签字页】

韩立炜

【Shouhui Tech Limited《股份认购协议》签字页】

.....

刘丽

【Shouhui Tech Limited《股份认购协议》签字页】

各创始人公司

由
经正式授权代表
Little Green Light Ltd

.....

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Little Green Light Ltd
签署本协议

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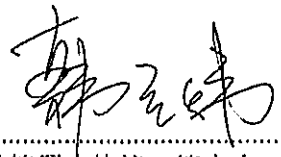
由
经正式授权代表
MallocLuke Ltd



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MallocLuke Ltd
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由
经正式授权代表
Plmm Ltd

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Plmm Ltd
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由
经正式授权代表
Little Blue Light Ltd

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Little Blue Light Ltd
签署本协议

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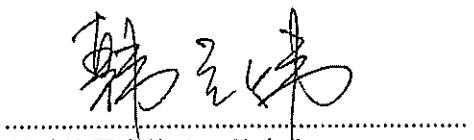
由
经正式授权代表
Convolution Ltd



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保证其已被正式授权代表
Convolution Ltd
签署本协议

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由
经正式授权代表
Plmmliu Ltd

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签署本协议

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各认购方

由)
经正式授权代表)
嘉兴极地信天壹期投资合伙企业（有限合伙）)
)
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) .....
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) 保证其已被正式授权代表
) **嘉兴极地信天壹期投资合伙企业（有限合伙）**
) 签署本协议

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由
经正式授权代表
天津聚新科技发展合伙企业（有限合伙）

.....

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天津聚新科技发展合伙企业（有限合伙）
签署本协议

【Shouhui Tech Limited《股份认购协议》签字页】

由)
经正式授权代表)
北京雨澄管理咨询中心（有限合伙）)
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保证其已被正式授权代表
北京雨澄管理咨询中心（有限合伙）
签署本协议

2023年12月

【Shouhui Tech Limited《股份认购协议》签字页】

由)
经正式授权代表)
上海纬镛企业管理合伙企业（有限合伙）)
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保证其已被正式授权代表
上海纬镛企业管理合伙企业（有限合伙）
签署本协议

【Shouhui Tech Limited《股份认购协议》签字页】

由
经正式授权代表
西藏聚智创业投资有限公司

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西藏聚智创业投资有限公司
签署本协议

【Shouhui Tech Limited《股份认购协议》签字页】

由)
经正式授权代表)
天津歌斐诺辰企业管理合伙企业（有限合伙）)
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) **天津歌斐诺辰企业管理合伙企业（有限合伙）**
) 签署本协议

【Shouhui Tech Limited《股份认购协议》签字页】

日期：2024年__1__月__2___日

Shouhui Tech Limited

股东协议

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附件一：

第一部分 - 各创始人公司的详情

第二部分 - 各投资方的详情

第三部分 - 各员工持股平台的详情

第四部分 - 各主要附属公司/合并联属实体的详情

附件二：守约书

本协议由以下各方于 2024 年_1_月_2_日签订：

(1) **Shouhui Tech Limited**，一家在开曼群岛成立的公司，其注册89 Nexus Way.Camana Bay.Grand CaymanKY1-9009,Cayman Islands（"**手回开曼**"）；

(2) **光耀**，中国公民，居民身份证号为142424198411192310；

(3) **韩立炜**，中国公民，居民身份证号为61030219840801051X；

(4) **刘丽**，中国公民，居民身份证号为430181198406030024（与光耀、韩立炜合称"**创始人**"）；

(5) **附件一第一部分所列示的公司**（统称为"**各创始人公司**"，单称为"**创始人公司**"）；

(6) **附件一第二部分所列示的公司**（统称为"**各投资方**"，单称为"**投资方**"）；

(7) **附件一第三部分所列示的各方**（统称为"**各员工持股平台**"，单称为"**员工持股平台**"）；和

(8) **附件一第四部分所列示的各方**（统称为"**各主要附属公司**"，单称为"**主要附属公司**"）。

在本协议中，上述(2)至(4)统称为"创始人"，上述(2)至(7)统称为"**手回股东**"，上述(1)至(8)统称为"**各方**"。

鉴于：

(A) 于2024年1月2日，手回开曼和各投资方签署订立有关认购手回开曼5,320,180股优先股的股份认购协议（"**股份认购协议**"）。

(B) 自交割日（定义见股份认购协议）起，手回开曼股东将共同合法并实益地拥有手回开曼100%已发行的股本：

股东	持股比例	股数
光耀 BVI	29.9776%	2,997,760 股普通股
韩立炜 BVI	8.2614%	826,140 股普通股
刘丽 BVI	1.2434%	124,340 股普通股
Vitality Innovations Limited	3.2992%	329,920 股普通股
Xiaoyusan Limited	4.0166%	401,660 股普通股
嘉兴极地信天翁期投资合伙企业（有限合伙）	6.8353%	568,917 股天使轮优先股及 114,613 股 A 轮优先股
天津聚新科技发展合伙企业（有限合伙）	3.2593%	325,930 股天使轮优先股
北京雨澄管理咨询中心（有限合伙）	13.1772%	1,317,720 股 A 轮优先股

上海纬铺企业管理合伙企业（有限合伙）	5.6320%	563,200 股 B 轮优先股
西藏聚智创业投资有限公司	10.0923%	1,009,230 股 B 轮优先股
天津歌斐诺辰企业管理合伙企业（有限合伙）	14.2057%	1,420,570 股 C 轮优先股
合计	**100%**	**10,000,000**

(C) 各方希望签署本协议充分阐明各方有关手回开曼的权利和义务。

(D) 手回开曼将为集团的唯一上市实体。

各方特此达成协议如下：

1. 释义

1.01 在本协议中（包括附件和序言），除非文中另有规定，否则：

"协议" 指本协议；

"适用法律" 指无论任何司法管辖区的任何适用宪法、法律、法典、法令、法案、条例、规则、规定、法律条文、判令、命令、办法、通知、通告、判决、普通法、惯例法、条约和任何其他立法或法律；

"董事会" 指手回开曼董事会；

"维尔京" 指英属维尔京群岛；

"工作日" 指中国或香港境内银行营业办理一般银行业务的任何一天（但星期六以及在上午 9 时至下午 5 时之间任何时间，香港悬挂 8 号或以上热带气旋风球或者发出"黑色暴雨警报"的日子除外）；

"公司法" 指开曼群岛《公司法》第 22 章（1961 年第 3 号法例，经合并及修订）；

"公司条例" 指《公司条例》（《香港法例》第 622 章）（经不时修订）；

"关联方" 就任何一方而言，指任何直接或间接控制该方、受该方控制或与该方受共同控制的任何人及中国上市规则有关规定中界定的"关联方"。在本协议下，"控制"和"受控制"分别指通过投票权、合同或其他方式而督导某人的管理政策的权力。"人"指任何个人、公司、合伙企业或其他企业或实体。对于自然人而言，其配偶、子女、兄弟、姐妹、父母、配偶的父母（合称"直系家属成员"）、以该自然人或其直系

家庭成员作为受益人或全权信托对象的任何信托的受托人，或者由上述人员控制的任何人也应视为关联方。尽管有前述规定各方承认并同意，（1）（i）“红杉中国”的名称通常用于描述众多通过股权或经营关系而与红杉中国相关联的、从事与投资和证券交易相关的广泛业务活动的实体（合称“红杉中国实体”），(ii)无论本协议有任何其他相反的规定，本协议不应对任何（a）主要从事二级证券市场投资和交易的红杉中国实体，（b）作为自然人的任何红杉中国实体（或其普通合伙人或最终普通合伙人）的最终实益所有人，以及该人士的亲属（包括但不限于该人士的配偶、父母、子女、兄弟姐妹、配偶的父母、配偶的兄弟姐妹及其配偶），（c）任何一家红杉中国实体（或其普通合伙人或最终普通合伙人）的任何高级管理人员、董事或员工，以及该人士的亲属，或（d）为免生歧义，任何红杉中国实体的投资组合公司，以及任何红杉中国实体的关联投资基金或投资公司的投资组合公司，具有约束力或限制任何该等实体的业务活动；（2）（i）“经纬”的名称通常用于描述众多通过股权或经营关系而与经纬相关联的、从事与投资和证券交易相关的广泛业务活动的实体（合称“经纬实体”），（ii）无论本协议有任何其他相反的规定，本协议不应对任何（a）经纬中国业务集团以外的经纬实体，或（b）主要从事二级证券市场投资和交易的实体，具有约束力或限制任何该等实体的业务活动。“经纬中国业务集团”指所有主要专注于投资位于中华人民共和国或与中华人民共和国相关的公司的经纬实体（无论现已存续还是于未来成立）；（3）（i）“天士力”的名称通常用于描述众多通过股权或经营关系而与天士力[及聚智]相关联的、从事与投资和证券交易相关的广泛业务活动的实体（合称“天士力实体”），（ii）无论本协议有任何其他相反的规定，本协议不应对任何（a）天士力中国业务集团以外的天士力实体，或（b）主要从事二级证券市场投资和交易的实体，具有约束力或限制任何该等实体的业务活动。“天士力中国业务集团”指所有主要专注于投资位于中华人民共和国或与中华人民共和国相关的公司的天士力实体（无论现已存续还是于未来成立）；（4）（i）“歌斐”的名称通常用于描述众多通过股权或经营关系而与歌斐诺辰相关联的、从事与投资和证券交易相关的广泛业务活动的实体（合称“歌斐实体”），（ii）无论本协议有任何其他相反的规定，本协议不应对任何（a）歌斐中国业务集团以外的歌斐实体，或（b）主要从事二级证券市场投资和交易的实体，具有约束力或限制任何该等实体的业务活动。“歌斐中国业务集团”指所有主要专注于投资位于中华人民共和国或与中华人民共和国相关的公司的歌斐实体（无论现已存续还是于未来成立）。

"合并联属实体"	指手回开曼通过合约安排控制的实体；
"章程文件"	指，对于特定法律实体而言，该实体不时经修订的注册、成立或登记细则、组织大纲、章程、组织章程、股东协议、合资协议或类似或其他宪章、治理或章程文件或同等文件；
"承诺方"	指集团和创始人方；
"董事"	指手回开曼董事；
"生效日"	自根据股份认购协议项下在交割时更新手回开曼股东名册，该股东名册中需表明股份认购协议下的各认购方是有关认购股份的登记持有人，有关认购股份被标记为"nil paid"之日；
"权利负担"	指任何抵押、担保权利、质押、留置、请求权、选择权、优先购买权、优先认购权、通过担保或信托安排的转让、其它类型的担保权益，或者设定前述任何一项的任何协议；
"股权证券"	就本身是法人实体的任何人士而言，系指该人士的任何及所有股本股份、成员权益、单位、利润权益、所有者权益、股本权益、注册资本、及其他股权证券、以及获取上述任何证券的任何权利、认股权证、期权、认购期权、承诺、转换特权、优先认购权或其他权利，或可转换成、置换为或通过行权获得上述任何证券的任何证券；
["员工持股计划"	手回开曼的《上市前员工激励计划》（前身为手回科技集团、光耀、韩立炜、红杉中国、信天创投以及其他相关方于 2015 年 11 月 10 日签署的《深圳木成林科技有限公司员工持股计划（原则）》）]
"创始人方"	指创始人和各创始人公司的合称；
"集团"	指手回开曼及其（现有或将有、直接或间接持有的）附属公司及合并联属实体。**"集团公司"**指手回开曼或其任一（现有或将有、直接或间接持有的）附属公司及合并联属实体（包括但不限于各集团公司）；
"香港"	指中国香港特别行政区；
"知识产权"	在世界任何国家、地区或区域的相关法律项下的所有已注册或未注册的（i）著作权、商标、专利、品种商业审定权、数据库权利、域名、设计、专有技术、保密信息（无论是否已注册）、发明（无论是否可授予专利）、发现、改善、技术、商业秘密、工业秘密保护，以及与无形知识产权有关的其他专有权；(ii）任

	何前述权利的申请、注册申请和注册、分立、延续、续展、重新颁发和延展前述任何权利（如适用）的申请权，以及 (iii) 所有其他知识产权和同等或类似保护形式，包括实施和恢复救济任何前述各项的权利；
"上市"	指手回开曼的股票在经届时手回开曼股东会书面批准的证券交易所或报价系统首次公开发行（为免疑义，投资方股东所持优股权应得以流动），证券交易所包括但不限于美国纽交所、纳斯达克交易所、香港联交所主板或创业板、上海证券交易所、深圳证券交易所等（但不包括手回开曼的股票在全国中小企业股份转让协同申请挂牌并公开转让的情形）；
"上市日期"	指普通股上市并自此获准进行买卖的日期；
"上市规则"	指交易所证券上市规则；
"境内股东协议"	由深圳木成林科技有限公司、该协议附录一所列的控股子公司、光耀、韩立炜、刘丽、宁波大彩小虹企业管理合伙企业（有限合伙）、深圳小雨伞投资管理合伙企业（有限合伙）、深圳正树直林投资合伙企业（有限合伙）、嘉兴极地信天壹期投资合伙企业（有限合伙）、北京红杉信德股权投资中心（有限合伙）、杭州经天纬地投资合伙企业（有限合伙）、天津天士力健康产业投资合伙企业（有限合伙）、珠海麒斐股权投资中心（有限合伙）、珠海君晟股权投资中心（有限合伙）及天津聚新科技发展合伙企业（有限合伙）签订日期为 2021 年 5 月 7 日的《关于深圳木成林科技有限公司之股东协议》；
"普通股"	指手回开曼股本中每股面值 0.00001 美元的普通股；
"中国"	指中华人民共和国，除上下文要求外，在本协议中作为地理名词提到的中国或中国大陆不含香港、中国澳门特别行政区及台湾；
"重组框架协议"	指由深圳手回科技集团有限公司、光耀、韩立炜、刘丽、宁波大彩小虹企业管理合伙企业(有限合伙)、深圳小雨伞投资管理合伙企业(有限合伙)、深圳正树直林投资合伙企业(有限合伙)以及各认购方（或其关联方）及其他集团实体于 2023 年 11 月 10 日签署的《关于深圳手回科技集团有限公司之重组框架协议》；
"天使轮优先股"	指手回开曼股本中每股面值 0.00001 美元的天使轮优先股；

"《天使轮增资协议》"	指信天创投持有的根据其与手回科技集团、光耀、韩立炜以及其他相关方于 2015 年 2 月 10 日签署的《关于深圳木成林科技有限公司之增资协议》；
"A 轮优先股"	指手回开曼股本中每股面值 0.00001 美元的 A 轮优先股；
"《A 轮增资协议》"	指 A 轮投资方持有的根据其与手回科技集团、光耀、韩立炜、A 轮投资方以及其他相关方于 2015 年 11 月 10 日签署的《关于深圳木成林科技有限公司之增资协议》；
"B 轮优先股"	指手回开曼股本中每股面值 0.00001 美元的 B 轮优先股；
"《B 轮增资协议》"	指 B 轮投资方持有的根据其与手回科技集团、光耀、韩立炜、A 轮投资方以及其他相关方于 2017 年 2 月 23 日签署的《关于深圳木成林科技有限公司之增资协议》；
"C 轮优先股"	指手回开曼股本中每股面值 0.00001 美元的 C 轮优先股；
"《C 轮增资协议》"	指 C 轮投资方持有的根据光耀、韩立炜、A 轮投资方、B 轮投资方以及其他相关方于 2020 年 12 月 30 日签署的《关于深圳木成林科技有限公司之股权转让及增资协议》；
"C 轮交割日"	具《C 轮增资协议》项下的含义；
"股东"	指股份的持有人；
"股份"	指手回开曼股本中的普通股；
"股份认购协议"	指由 Shouhui Tech Limited、光耀、韩立炜、刘丽、各创始人公司和各投资方于 2024 年【1】月【2】日签署的关于认购天使轮优先股、A 轮优先股、B 轮优先股及 C 轮优先股的股份认购协议；
"手回科技集团"	指深圳手回科技集团有限公司（前称深圳木成林科技有限公司）
"交易所"	指香港联合交易所有限公司；
"守约书"	指实质上按照附件三所列格式而签署的守约书；
"证监会"	指香港证券及期货事务监察委员会；
"附属公司"	具有上市规则赋予其的含义；

"美元"	指美国法定货币美元。
"控股子公司"	指任何手回开曼在其中直接或间接拥有超过 50%股权的任何公司和其他主体以及合并联属实体，包括但不限于附件一第四部分所列主体。

1.02 在本协议中，如上下文允许：

(a) 凡提及（无论明示的还是暗示的）法律或法律规定时应被解释为提及的是分别经修订或重新制定的这些法律或法律规定，或者其适用情况不时被其他规定所修改的这些法律或法律规定（无论是在本协议签署日之前还是之后），并且应包括作为其前身的法律或法律规定（无论是否经过修订），以及有关法律或法律规定项下的任何命令、条例、法律条文或其他次级立法。凡提及合并类立法条款时（在上下文必要或适宜时）应被解释为包括作为合并类立法基础的先前立法的条款；

(b) 凡提及条款、附件、序言和附录时指提及的是本协议的条款、本协议的附件、序言和附录。除非另有规定，凡提及段落时指提及的是有关附件的段落，而且提及本协议时包括附件和附录，该等附件和附录被视为构成本协议一部分；

(c) 凡提及本协议或任何其他文件（包括认购协议及各自其附属文件（就本协议而言，任一认购协议的"附属文件"包括但不限于该认购协议中所定义的交易合同（"**Transaction Agreements**"））时应被解释为提及的是经不时修订或补充的本协议或任何其他文件（包括认购协议及其各自附属文件）；

(d) 表述"手回开曼"、"集团公司"、"各创始人公司"、"各投资方"和"各员工持股平台"时包括其继承人；

(e) 凡提及"人"或"人士"时应包括自然人、法人团体、非法人团体和合伙企业（无论是否具有独立的法人资格）；

(f) 凡提及书面形式时应包括以易读且非暂时形式显示或复制文字的任何方法；

(g) 表示阳性的词语应包括其阴性和中性含义，以单数形式出现的词语应包括其复数形式，反之亦然；

(h) 本协议中提及的时间均指香港时间；

(i) 本协议未另行定义的全部会计术语具有香港会计师公会发布的《香港财务报告准则》和《香港公司条例》赋予的含义。

1.03 标题和副标题仅供方便参阅而设，不应影响本协议的解释。

1.04 在解释本协议时：

(a) 被认为是同类规则的规则不适用，因此，由"其他"一词引导的一般词语不应因其前面有表示特定行为、事宜或事物类别的词语就被赋予限制性含义；和

(b) 一般词语不应因其后随有旨在由该一般词语所包含的特定示例就被赋予限制性含义。

2. 回购

2.01 如果以下任一情况（“**回购事件**”）出现，则任一A轮投资方、B轮投资方或C轮投资方有权要求手回开曼及创始人方回购其所持有的全部或部分A轮优先股、B轮优先股和C轮优先股：

(1) 除因要求回购的一方投资方单方面不同意上市的原因造成手回开曼未能按本协议约定完成上市的外，手回开曼未能在回购开始时间（C轮交割日起36个月届满之日，即2023年12月31日）按约完成上市。

(2) 手回开曼提交上市申请后，被有关上市监管机构（包括但不限于中国证券监督管理委员会、交易所）否决申请；

(3) 任一承诺方严重违反其在交易文件（包括重组框架协议、股份认购协议、本股东协议、手回开曼章程、各轮投资人对应的《天使轮增资协议》、A轮增资协议、B轮增资协议和/或C轮增资协议）项下的陈述、保证、承诺或义务，且未能及时补救；

(4) 创始人违反其在《C轮增资协议》第七条项下全职服务及竞业限制义务；

(5) 创始人方或员工持股平台未经投资方同意擅自直接或间接转让其持有的手回开曼股权；

(6) 创始人出现重大个人诚信问题，包括但不限于集团公司出现投资方不知情的账外经营方式隐瞒集团公司经营或账外现金销售收入；

(7) 承诺方未能完成其在《C轮增资协议》第五条项下的承诺义务；

(8) 手回开曼委任的注册会计师无法出具无保留意见的审计报告，致使手回开曼不可能上市；

(9) 集团公司从事其业务经营所必需的任一政府执照、授权、许可、同意和批准，包括但不限于经营保险经纪业务许可证、增值电信业务经营许可证以及国家金融监督管理总局要求的从事互联网保险业务所需的其他资质和许可（合称“**政府许可**”）因法律变动以外的原因无法取得、失效、被吊销或撤销而实际影响到集团公司持续经营业务；

(10) 若因法律变动导致集团公司主营业务无法正常经营或其业务经营所必需的重要经营许可（包括但不限于经营保险经纪业务许可证和增值电信业务经营许可证）无法取得、失效、被吊销或撤消的，各方同意根据届时的具体情况协商达成一个3-6个月的宽限期（“**宽限期**”），集团公司应在宽限期或各方同意延长的期限内寻求业务转型或其他合理的解决办法，且投资方亦应全力配合。宽限期或各方同意延长的期限届满后，如集团公司未能提出有效的解决办法，或投资方不愿接受集团公司所提出的解决办法，投资方有权要求按照本第2条的规定行使回购权。

(11) 任何其他投资方依据本协议及其他具有法律效力的文件要求手回开曼回购其所持有的全部或部分手回开曼股权。

2.02 投资方依据前述第[2.01]条规定要求回购其持有的全部或部分 A 轮优先股、B 轮优先股和/或 C 轮优先股的，

(i) 手回开曼应在该投资方发出书面通知后 30 日内回购该投资方要求回购的 A 轮优先股、B 轮优先股和/或 C 轮优先股，并以该投资方指定的方式向其全额支付回购价格；或

(ii) 手回开曼应当对之前历年未分配的利润立即进行分配，该次分配之后每年手回开曼均应当将当年可分配利润全额分配，在各次分配中创始人对利润分配的收益权应当无偿转让给要求回购股权的投资方，手回开曼应当将创始人应分得的利润直接分配给要求回购股权的投资方，以履行创始人向投资方支付回购价格的义务。投资方应在满足下述条件时将其要求回购的 A 轮优先股、B 轮优先股和/或 C 轮优先股以名义价格或适用法律允许的最低价格（**"转让价格"**）转让给创始人或其指定的第三方：投资方收到的利润分配金额等同于上述(i)方式下的回购价格扣除转让价格。如采取(ii)方式给投资方造成比采取(i)方式更高的税务负担，则手回开曼应补偿投资方，以使投资方的税务负担不超过(i)方式所导致的税务负担水平。为避免疑义，投资方可以综合考虑届时适用法律的规定以及手回开曼具体情况，决定采取上述(i)方式或(ii)方式或其他适用法律允许的方式要求手回开曼和/或创始人履行回购义务。

2.03 若因届时实际情况或政府部门要求导致手回开曼无法履行回购义务的，或无论因任何原因手回开曼在投资方发出回购通知后 30 日内仍未完成回购并支付回购价格的，则投资方有权要求任一创始人方按照本款的约定履行回购义务。创始人方支付的回购价款以其所实际直接或间接持有的手回开曼股权的变现值为限并以其变现款项支付。尽管有前述规定，若发生第[2.01]条第（3）、（4）、（5）或（6）款约定的回购事件或者任何由于创始人的欺诈、故意或重大过失引起的回购事项，则创始人方在本条项下的支付回购价款的义务不以其所实际直接或间接持有的手回开曼股权的变现值为限。

2.04 C 轮优先股的回购价格

2.04.1 C 轮投资方依据前述第[2.01]条第（4）、（5）或（6）款规定要求回购其持有的全部或部分 C 轮优先股，回购价格为以下三者中金额较高者：

(i) C 轮投资方要求回购的 C 轮优先股所支付的认购价（以股份认购协议中第 3.01 条中的认购价为准）加上每年 30%（复利）的收益率计算的回报（为免疑义，该等回报应从 C 轮投资方（或其关联方）依据《C 轮增资协议》的约定向手回科技集团支付其投资款之日开始计算），并加上每年累计的、C 轮投资方要求回购的 C 轮优先股对应的所有未分配利润（按照 C 轮投资方要求回购的 C 轮优先股占手回开曼全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；

(ii) C 轮投资方要求回购的 C 轮优先股所支付的认购价（以股份认购协议中第 3.01 条中的认购价为准）的 1.5 倍，并加上每年累计的、C 轮投资方要求回购的 C 轮优先股对应的所有未分配利润（按照 C 轮投资方要求回购的 C 轮优先股占手回开曼全部股权的比例计算）；或

(iii) C轮投资方要求回购的C轮优先股的公平市场价格，其估值应由投资方和手回开曼共同同意的独立第三方通过独立评估决定。

2.04.2 C轮投资方依据前述第[2.01]条其他规定要求回购其持有的全部或部分C轮优先股，回购价格为以下三者中金额较高者：

(i) C轮投资方要求回购的C轮优先股支付的C轮认购价（以股份认购协议中第3.01条中的认购价为准）投资额加上每年10%（单利）的收益率计算的回报（为免疑义，该等回报应从C轮投资方（或其关联方）依据《C轮增资协议》的约定向手回科技集团支付其投资款之日开始计算），并加上每年累计的、C轮投资方要求回购的C轮优先股对应的所有未分配利润（按照C轮投资方要求回购的C轮优先股占手回开曼全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；

(ii) C轮投资方要求回购的C轮优先股支付的C轮认购价（以股份认购协议中第3.01条中的认购价为准）的1.5倍，并加上每年累计的、C轮投资方要求回购的C轮优先股对应的所有未分配利润（按照C轮投资方要求回购的C轮优先股占手回开曼全部股权的比例计算）；或

(iii) C轮投资方要求回购的C轮优先股的公平市场价格，其估值应由投资方和手回开曼共同同意的独立第三方通过独立评估决定。

2.04.3 若手回开曼和创始人方均无足够现金支付C轮优先股的回购价格，且C轮投资方未要求清算手回开曼，则手回开曼应在C轮投资方要求时向C轮投资方交付票面价值与未支付的回购价格相等、一年到期且年息为12%的商业票据，该等商业票据应符合C轮投资方的要求。

2.05 B轮优先股的回购价格

2.05.1 B轮投资方依据前述第[2.01]条第（4）、（5）或（6）款规定要求回购其持有的全部或部分B轮优先股，回购价格为以下三者中金额较高者：

(i) B轮投资方要求回购的B轮优先股所支付的认购价（以股份认购协议中第3.01条中的认购价为准）加上每年30%（复利）的收益率计算的回报（为免疑义，该等回报应从B轮投资方（或其关联方）依据《B轮增资协议》的约定向手回科技集团支付其投资款之日开始计算），并加上每年累计的、B轮投资方要求回购的B轮优先股对应的所有未分配利润（按照B轮投资方要求回购的B轮优先股占手回开曼全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；

(ii) B轮投资方要求回购的B轮优先股所支付的认购价（以股份认购协议中第3.01条中的认购价为准）的1.5倍，并加上每年累计的、B轮投资方要求回购的B轮优先股对应的所有未分配利润（按照B轮投资方要求回购的B轮优先股占手回开曼全部股权的比例计算）；或

(iii) B轮投资方要求回购的B轮优先股的公平市场价格，其估值应由投资方和手回开曼共同同意的独立第三方通过独立评估决定。

2.05.2 B轮投资方依据前述第[2.01]条其他规定要求回购其持有的全部或部分B轮优先股，回购价格为以下两者中金额较高者：

(i) B轮投资方要求回购的B轮优先股所支付的认购价（以股份认购协议中第3.01条中的认购价为准）的1.5倍，并加上每年累计的、B轮投资方要求回购的B轮优先股对应的所有未分配利润（按照B轮投资方要求回购的B轮优先股占手回开曼全部股权的比例计算）；或

(ii) B轮投资方要求回购的B轮优先股的公平市场价格，其估值应由投资方和手回开曼共同同意的独立第三方通过独立评估决定。

2.05.3 若手回开曼和创始人方均无足够现金支付B轮优先股的回购价格，且B轮投资方未要求清算手回开曼，则手回开曼应在B轮投资方要求时向B轮投资方交付票面价值与未支付的回购价格相等、一年到期且年息为12%的商业票据，该等商业票据应符合B轮投资方的要求。

2.06 A轮优先股的回购价格

2.06.1 A轮投资方依据前述第[2.01]条第（4）、（5）或（6）款规定要求回购其持有的全部或部分A轮优先股，回购价格为以下两者中金额较高者：

(i) A轮投资方要求回购的A轮优先股所支付的认购价（以股份认购协议中第3.01条中的认购价为准）加上每年30%（复利）的收益率计算的回报（为免疑义，该等回报应从A轮投资方（或其关联方）依据《A轮增资协议》的约定向手回科技集团支付其投资款之日开始计算），并加上每年累计的、A轮投资方要求回购的A轮优先股对应的所有未分配利润（按照A轮投资方要求回购的A轮优先股占手回开曼全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；或

(ii) A轮投资方要求回购的A轮优先股的公平市场价格，其估值应由投资方和手回开曼共同同意的独立第三方通过独立评估决定。

2.06.2 A轮投资方依据前述第[2.01]条其他规定要求回购其持有的全部或部分A轮优先股，回购价格为以下两者中金额较高者：

(i) A轮投资方要求回购的A轮优先股所支付的认购价以股份认购协议中第3.01条中的认购价为准）加上每年12%（复利）的收益率计算的回报(为免疑义，该等回报应从A轮投资方（或其关联方）依据《A轮增资协议》的约定向手回科技集团支付其投资款之日开始计算)，并加上每年累计的、A轮投资方要求回购的A轮优先股对应的所有未分配利润（按照A轮投资方要求回购的A轮优先股占手回开曼全部股权的比例计算），其中不满一年的回报按照支付回购价格时实际经过的时间按比例折算；或

(ii) A轮投资方要求回购的A轮优先股的公平市场价格，其估值应由投资方和手回开曼共同同意的独立第三方通过独立评估决定。

2.07 手回开曼和/或创始人方收到任何投资方发出的回购通知，应在三（3）日内通知其他投资方，其他投资方应当在收到通知之日起在十五（15）个工作日内通知手回开曼其

是否要求一同行使本条项下的回购权。如两方或两方以上的投资方要求行使本条项下的回购权，则手回开曼和创始人方应按照以下顺序进行回购和支付回购价格：（1）手回开曼和创始人方应当首先按照上述第[2.04]条的回购价格完全回购C轮投资方要求回购的C轮优先股；如果手回开曼和创始人方不能完全支付C轮投资方要求回购的C轮优先股的全部回购价格，则可支付的金额应在C轮投资方之间按照其持有的C轮优先股的比例进行分配；（2）在完全支付C轮投资方要求回购的C轮优先股的回购价格后，手回开曼和创始人方应当首先按照上述第[2.05]条的回购价格完全回购B轮投资方要求回购的B轮优先股；如果手回开曼和创始人方不能完全支付B轮投资方要求回购的B轮优先股的全部回购价格，则可支付的金额应在B轮投资方之间按照其持有的B轮优先股的比例进行分配；（3）在完全支付B轮投资方要求回购的B轮优先股的回购价格后，手回开曼和创始人方应按照上述第[2.06]条的回购价格完全回购A轮投资方要求回购的股权；如果手回开曼和创始人方不能完全支付A轮投资方要求回购的A轮优先股的全部回购价格，则可支付的金额应在A轮投资方之间按照其持有的A轮优先股的比例进行分配。

2.08 手回开曼创始人方逾期支付回购价格超过10日的，投资方有权将手回开曼创始人方在手回开曼的全部或部分股权和其它权益与该等行使回购权的投资方（但不包括其他投资方）在手回开曼的权益通过单笔或多笔交易出售给一家或数家第三方，并将出售价款支付给行使回购权的投资方，直至收到全部股权回购价格为止。手回开曼创始人方及手回开曼应当在收到转让通知后10日内，按照转让通知所述售股条件，与投资方指定的第三方签署股权转让协议书。手回开曼创始人方与第三方签订股权转让协议的条件和条款应当与投资方与该第三方签订的股权转让协议的条件和条款相同。

2.09 如果届时手回开曼和/或创始人方拒不履行回购义务，且届时如手回开曼最新的财务报表显示手回开曼净资产高于或等于回购价格的，则投资方有权提请召开股东会临时会议，启动减少手回开曼已发行股本的法定程序，将投资方持有的C轮优先股、B轮优先股和/或A轮优先股以减少股本方式从手回开曼中退出，并由手回开曼向投资方支付第[2.04]条、第[2.05]条或第[2.06]条约定的回购价格，手回开曼其他股东承诺将对减少股份/注册资本议案投赞成票；或者如手回开曼最新的财务报表显示手回开曼净资产低于回购价格的，则投资方有权提请召开股东会临时会议，并按照本协议第[3]条清算优先权的规定对手回开曼进行解散清算，手回开曼其他股东承诺将对解散手回开曼的议案投赞成票。

2.10 在投资方全部股权未被完全赎回之前，投资方就其未取得回购价格部分的股权仍享有适用法律、本协议和公司章程项下完全的股东权利，且投资方在此期间仍有权根据本协议的约定向集团公司的董事会委派董事。

2.11 为免歧义，上文[2.01]至[2.10]的约定不含天使轮投资方持有的天使轮优先股。

2.12 在A轮投资方、B轮投资方和C轮投资方行使上述回购权且收取全额回购价格后，天使轮投资方有权在回购事件发生时要求回购其持有的天使轮优先股的权利，如因第[1.01]（4）款规定的事项而要求回购的，回购价格为天使轮投资方按照根据《天使轮增资协议》中，信天创投认购其要求回购的天使轮优先股支付的全部认购价格加上每年30%（复利）的收益率计算的回报。如因第[1.01]条规定的其他事项而要求回购的，回购价格=天使轮投资方按照《天使轮增资协议》中，信天创投按照认购其要求回购的天使轮优先股支付的全部认购价格*（1+8%）^T（T是指自2015年2月10日起至签署回购协议之日为止的年份数。不满6个月的不计算，6个月以上不满一年的按一年计算）。创始人支付的回购价格以其所实际直接或间接持有的本公司股权的变现值为限并以其变现款项支付。若创始人支付的回购价款不足以支付天使轮投资方的全部回购

价款，则届时某个天使轮投资方取得的回购价款=创始人支付的全部回购价款金额*（某一天使轮投资方届时持有的天使轮优先股所对应的公司已发行股本/全部天使轮投资方届时持有的天使轮优先股所对应的公司已发行股本）。

3. 公司清算

3.01 如集团公司发生清算事件（定义见下）的，C轮投资方有权优先于手回开曼的其他股东从可向股东分配的清算财产中获得其根据股份认购协议取得其持有的C轮优先股对应的C轮认购价（以股份认购协议中第3.01条中的认购价为准）的150%的金额加上该等C轮优先股对应的未分配利润（"**C轮清算优先额**"）。可向股东分配的清算财产不能足额支付C轮投资方的全部C轮清算优先额的，则由C轮投资方按其持有的C轮优先股的比例进行分配。

3.02 在C轮投资方足额获得以现金支付的C轮清算优先额后，B轮投资方有权优先于手回开曼的其他股东从可向股东分配的清算财产中获得其根据股份认购协议取得其持有的B轮优先股的认购价（以股份认购协议中第3.01条中的认购价为准）的150%的金额加上该等B轮优先股对应的未分配利润（"**B轮清算优先额**"）。可向股东分配的清算财产不能足额支付B轮投资方的全部B轮清算优先额的，则由B轮投资方按其持有的B轮优先股的比例进行分配。

3.03 在B轮投资方足额获得以现金支付的B轮清算优先额后，如有剩余可分配的清算财产，则A轮投资方优先于手回开曼的其他股东从剩余部分财产中获得其根据股份认购协议取得其持有的A轮优先股（为免歧义，不包括天使轮投资方持有的天使轮优先股）的认购价（以股份认购协议中第3.01条中的认购价为准）的150%的金额加上该等A轮优先股对应的未分配利润（"**A轮清算优先额**"）。可向A轮投资方分配的剩余清算财产不能足额支付A轮投资方的全部A轮清算优先额的则由A轮投资方按其持有的A轮优先股（为免歧义，不包括天使轮投资方持有的天使轮优先股）的比例进行分配。

3.04 在C轮投资方、B轮投资方及A轮投资方足额获得以现金支付的C轮清算优先额、B轮清算优先额和A轮清算优先额后，如有剩余可分配的清算财产，则天使轮投资方优先于本公司其他股东从剩余部分财产中获得根据《天使轮增资协议》中，信天创投取得其持有的天使轮优先股的认购价（以股份认购协议中第3.01条中的认购价为准）的150%的金额（"天使轮清算优先额"）。则届时某个天使轮投资方取得的清算价款=创始人支付的全部清算价款金额*（某一天使轮投资方届时持有的天使轮优先股所对应的公司已发行股本 / 全部天使轮投资方届时持有的天使轮优先股所对应的公司已发行股本）。

3.05 在C轮投资方、B轮投资方、A轮投资方和天使轮投资方足额获得以现金支付的C轮清算优先额、B轮清算优先额、A轮清算优先额和天使轮清算优先额后，如仍有剩余可分配的清算财产，则剩余部分财产应当在手回开曼所有股东（包括投资方）之间按股份比例（按届时员工持股平台将其代持且尚未发放的员工股权激励计划的股份按比例转让给手回开曼除员工持股平台以外的全体股东后的比例计算）进行分配。

3.06 无论因任何原因，如手回开曼清算完成后投资方收到的分配财产不足第[3.01]和[3.02]条约定金额的，手回开曼其他股东应以其根据其持有手回开曼股权获取的清算金额为限以无偿赠与或法律许可的其他方式尽力实现投资方享有的清算优先权。

3.07 如集团公司发生清算事件且投资方未完全收回投资款的，自清算事件发生之日起5年内创始人从事新项目的，该创始人应提前向投资方披露该项目的相关信息，并认可投

资方在手回开曼未收回的投资金额折为后续项目的投资金额，投资方可以按照该等折转后的金额计算得出其享有后续项目的股权额度，且投资方无需再出资。

3.08 清算事件指：（1）手回开曼、手回 BVI、手回香港、手回天津、手回科技集团、手回创想发生非自愿的清算、解散、终止或清盘，或（2）集团公司（作为一个整体）被收购、兼并或其他类似交易，导致手回开曼在交易发生前的股东在交易发生后的存续实体中的持股比例或表决权比例少于 50%，或（3）集团公司通过租赁、排他性许可、出售、转让等方式实质性处置集团公司全部或绝大部分知识产权、资产或业务的交易，或（4）被吊销 / 未取得营业执照或业务资质而导致集团公司业务无法正常运营的。

3.09 如果届时相关政府部门反对本协议第 3 条所述的分配方案、顺序，或因为其他原因导致本条所述的分配方案、顺序无法直接实行，则各方应先行按照权益比例进行分配，之后由各方通过无偿赠予的方式按股份比例将其获得的分配财产或价款，按照投资方在公司的持股比例，交付给投资方(为避免疑义，各方在此明确同意并确认该等无偿赠予不可撤销)，使得投资方最终获得按照本条所述的分配方案及顺序所应获得的全部财产或价款。

4. 公司管理

4.01 自本协议生效日起，每个手回股东应根据手回开曼章程文件并且按照本协议的具体条款和规定在任何股东大会或股东特别大会上按其股份赋予的表决权进行表决，并且应采取一切其他行动使本协议和手回开曼章程文件的规定生效。

A. 董事会会议

4.02 董事会会议频率应视有效率地经营业务的需要而定，但是无论如何应至少每季度召开一次并，应在会议召开前 10 日以书面方式通知各董事（或依据适用法律、手回开曼章程文件、上市规则或其他相关证券交易所的规则的更严格要求，但经董事同意可以豁免提前通知的安排）。在不违反适用法律的前提下，各投资方提名的董事有权授权委托其代理人参加董事会会议。手回开曼应承担董事会活动而产生的费用。

4.03 若手回开曼召开董事会会议，至少需要 2 人出席方可有效召开。但倘若手回开曼在按照手回开曼章程文件规定发出会议通知后无法形成前述董事会会议的法定人数，则该董事会会议应推迟并再次按照手回开曼章程文件的规定发出会议通知，届时参加会议的任意 2 名或以上董事即构成董事会会议要求的法定人数，此种情形下董事会依法作出的会议决议为有效决议（前提是本协议第 [8.01.2]条所规定的事项仍应根据该等条款的约定获取相关投资方委派的董事的同意）。

B. 股东会会议

4.04 股东会会议频率应视有效率地经营业务的需要而定，但是无论如何应至少每年召开一次，并应在会议召开前至少 10 日以书面方式通知各股东（或依据适用法律、手回开曼章程文件、上市规则或其他相关证券交易所的规则的更严格要求），但经股东同意可以豁免提前通知的安排。

4.05 若手回开曼召开股东会会议，必须有三分之二以上股权比例的股东出席方可有效召开，其中需包括歌斐、经纬、天士力和红杉中国出席，但倘若手回开曼在按照手回开曼章程文件规定发出会议通知后无法形成前述股东会会议的法定人数，则该股东会会议应推迟并再次按照手回开曼章程文件的规定发出会议通知，届时参加会议的股东达到手回开曼股权的三分之二以上股权比例即构成股东会会议要求的法定人数，此种情形下

股东会依法作出的会议决议为有效决议（前提是本协议第[8.01.1]条条所规定的事项仍应根据该等条款的约定获取相关投资方的同意）。

5. 分红

5.01 如手回开曼根据本协议和手回开曼章程文件的约定批准进行利润分配，手回开曼、创始人和员工持股平台应采取一切必要的行动以确保投资方享受按照其届时在手回开曼中的股权比例（按届时员工持股平台将其代持且尚未发放的员工股权激励计划的股权按比例转让给除员工持股平台以外的手回开曼全体股东后的比例计算）应享有的分红。

6. 员工股权激励计划

6.01 各方同意，Vitality Innovations Limited 持有的全部手回开曼股权（"**预留激励股权**"）属于预留用于手回开曼员工股权激励计划的股权。具有资格参加员工股权激励计划的集团员工应为手回开曼根据本协议和手回开曼章程文件的约定批准的集团公司员工、董事或顾问。

6.02 在员工股权激励计划下，向员工授予的激励股权应由 Vitality Innovations Limited 代持，手回开曼、被授权员工和 Vitality Innovations Limited 将另行签署经手回开曼根据本协议和手回开曼章程文件约定批准的股权激励协议和其他相关协议和文件。

6.03 如手回开曼发生上市或第 3 条约定的清算事件，Vitality Innovations Limited 不得晚于手回开曼发生上市或清算事件的前 90 个工作日或届时负责上市的中介机构要求的更早时间将其所持有的剩余未发放的激励股权（如有）按届时全体股东（各员工持股平台除外）在手回开曼的股权比例，以人民币 1 元的名义价格或法律允许的最低价格转让给手回开曼的全体股东（各员工持股平台除外）。

7. 竞业限制及全职承诺

7.01 自本协议生效日起，创始人承诺应将其全部工作时间及精力投入手回开曼的管理和运营而不得从事其他实体运营业务或在其他实体担任职务并尽其最大努力促进手回开曼的发展并为公司谋利，直至上市后至少一年。

7.02 本协议生效日后，非经 A 轮投资方、B 轮投资方、C 轮投资方的书面同意，就创始人而言，在创始人方或其关联方直接或间接持有手回开曼股份期间及不再持有手回开曼股份或不再在手回开曼任职（以较晚者为准）后两年内，就手回开曼核心员工而言，在手回开曼核心员工在集团公司任职期间及从集团公司离职后两年内，创始人、手回开曼核心员工及其各自关联方不得：

(1) 直接或间接地从事、投资、控制、参与或管理任何与集团公司业务相同、类似或相竞争的实体、业务或产品，或直接或间接地从该等实体、业务或产品获取利益；

(2) 直接或间接地为与集团公司业务相同、类似或相竞争的经营实体提供服务、贷款、客户信息或其他任何形式的协助，或者在该等实体中直接或间接持有任何权益；

(3) 除手回开曼董事会已批准的外，直接或间接地为其自身或任何第三方，以任何方式和与集团公司有业务往来的实体进行与集团公司业务有关的交易；

(4) 以任何方式诱导与集团公司有业务往来的实体终止其与集团公司的关系或联系；

(5) 以任何方式雇佣、聘用或鼓励、诱导或促使任何正在为集团公司工作的公司或个人，以终止其与集团公司的关系或联系；

(6) 使用或注册与集团公司拥有、受让或被许可的知识产权相同或相关的或基于该等知识产权所形成的任何专利、商标、商号、标记、版权、专有技术或其他知识产权（不包括集团公司许可其使用的情形）；

(7) 从事任何其他有损于集团公司利益的行为。

7.03 若创始人、手回开曼核心员工违反前述约定，由创始人、手回开曼核心员工或其各自关联方所得或应当所得的利润归手回开曼所有，创始人、手回开曼核心员工应采用一切可能的合法方式及履行相应的法律程序将前述实体的收入、利润转移至手回开曼。

7.04 承诺方应当促使在本协议生效日后以创始人、高管身份成为手回开曼股东或将要享受手回开曼员工持股计划的雇员的人士签署并承诺履行符合第[7.01]条和第[7.02]条义务的法律文件，否则承诺方不得向该等人士发行 / 转让股份或股权。

7.05 手回开曼创始人、手回开曼核心员工应当就本条规定的竞业限制义务与手回开曼签署格式和内容令歌斐满意的保密和竞业限制和知识产权归属协议。各方同意手回开曼按格式和内容令 C 轮投资方满意的保密、竞业限制和知识产权归属协议约定，向创始人和手回开曼核心员工就其履行竞业限制义务支付竞业限制补偿金。

7.06 集团公司承诺与员工签署符合中国法律且格式令 C 轮投资方满意的劳动合同以及保密、竞业限制和知识产权归属协议。

8. 各投资方权利

8.01 在不损害以及除上文和下文所述的权利以及依照适用法律、重组协议、认购协议和其各自附属文件和手回开曼章程文件的规定享有之股东权利并承担相应股东义务外，本协议第[8.01]条款中的下述条款应在生效日起生效：

8.01.1 投资方保留事项：任一集团公司从事以下任一行为，必须取得 C 轮投资方、经纬、天士力和红杉中国（唯第[(m)]项无需取得红杉中国的事先书面同意）的事先书面同意（承诺方应促使集团公司遵守本条约定）：

(a) 合并、分立、停业、破产、清算、解散、重大重组和 / 或其他导致手回开曼或控股子公司（为免疑义，控股子公司应包括但不限于手回科技集团，以下同）控制权发生变更或大部分资产转移的交易，或任何导致解散、破产、清算、重组、资产剥离、业务分拆或破产的重大事项（包括清算事件）；

(b) 手回开曼或控股子公司公司名称、组织形式或经营范围变更，修改手回开曼或控股子公司的章程或其他关键文件；修改各投资方的权利、优先权或设置任何限制；修改任何股东或股权的权利使其在股息和资产分配时享有比投资方更优先或与其同等的权利；

(c) 手回开曼或控股子公司发行任何新的股权或债券、进行任何股权融资、给予其他股东或第三方期权、可转股债权等权益类证券或类似权利或承担任何上述义务；

(d) 手回开曼或控股子公司增加或减少股份/注册资本，股东或各股东的持股比例发生任何变化（投资方转让股权除外），或任何导致变更投资方有效持股比例及/或股东权利的事项；

(e) 为公司股东、实际控制人或董事提供担保或借款，或者为后者的债务承担补偿或保证责任；

(f) 向其他企业投资或者为他人提供借款或担保；

(g) 设立（包括新设和收购）子公司、分公司、合资企业、合伙企业；处置或摊薄在其子公司、合资企业、合伙企业的直接或间接的权益；

(h) 变卖、出售、并购或以其他方式处置手回开曼全部或部分重要资产、业务、商誉或权益；

(i) 调整董事会人数、构成或者改变董事会权限和议事规则；

(j) 与任何股东、董事、管理人员、雇员或上述人员的关联方进行交易；

(k) 批准、改变或终止公司员工持股计划、利润分成机制、奖金、激励机制、股份分享计划等；

(l) 回购公司股权或股份（根据第2条实施的回购除外）；

(m) 批准公司的年度和季度财务预算方案、决算方案和商业计划，或对前述已批准的计划或预算作出任何调整；

(n) 批准公司的利润分配方案和弥补亏损方案，以及公司利润分配政策的任何调整；公积金资本化；

(o) 批准手回开曼或其控股子公司的上市计划，包括但不限于中介机构的聘用、上市时间、地点、发行价格；

(p) 进行其他严重负面影响手回开曼或其控股子公司的财务状况或业务发展的事项；

(q) 从事经合理预期可能对投资方作为股东的权利产生不利影响的行为；

(r) 对最终VIE协议（定义见重组框架协议）进行实质性的调整或修改，或终止最终VIE协议；及

(s) 同意或实施上述行为或任何子公司从事上述行为。

8.01.2 投资方董事保留事项：任一集团公司从事如下任一事项需取得C轮投资方和天士力各自提名的董事事先书面同意（在红杉中国实际提名董事到任的前提下（以红杉中国实际提名的董事登记在公司董事名册上为准），还需取得红杉中

围提名的董事事先书面同意，但第[(m)]项无需取得红杉中国的事先书面同意）（承诺方应促使集团公司遵守本条约定）：

(a) 终止或实质性变更公司目前从事的业务或建立新品牌；

(b) 借款或以其他方式承担任何超过人民币200万元的债务，或出售、转让、授权、抵押或其他方式处置公司的知识产权，或在公司的知识产权或其他资产上创设任何第三方权利；

(c) 在其公司资产、业务或者权利上设置任何权利负担；

(d) 在连续12个月内从事任何正常业务经营之外的、累计价值超过人民币500万元的交易或一系列交易；

(e) 关于手回开曼或其控股子公司产品主要风险（如杠杆）尺度的批准；

(f) 公司一个会计年度内累计超过人民币200万元的资产出售、转让或处置或购买任何价值超过人民币200万元的不动产；

(g) 在公司股东会批准的预算之外的在任何会计年度相关交易累计超过人民币100万元的资本支出或其他支出；

(h) 所有人民币300万元以上的重大兼并收购交易（包括股权投资）；

(i) 处置或摊薄任一集团公司在其子公司的直接或间接的权益；

(j) 公司股东会批准（包括C轮投资方同意）的年度预算外发生的银行、其他金融机构或第三方贷款以及取得任何金融贷款工具；

(k) 实施公司员工持股计划、利润分成机制、奖金、激励机制、股份分享计划等，包括决定公司期权的发放、发放对象、行权期限以及行权价格；

(l) 增加公司任何年薪高于人民币100万元的管理人员的年薪，且年涨幅超过21.5%；

(m) 聘任或解聘公司的总经理、CEO、董事长、副总经理、财务主管或其他重要职位；

(n) 指定或变更公司审计师，或修改公司会计政策和原则或会计年度提起标的金额超过人民币50万元的诉讼或其他法律程序；或就争议标的超过50万元的争议达成和解方案；

(o) 同意或实施上述行为或任何子公司从事上述行为。

以上事项及依据法律和手回开曼章程文件应由股东会审议表决的其他事项如提交手回开曼股东会表决，则股东会作出的决议须经C轮投资方、经纬、天士力和红杉中国同意方为有效。

如果在本协议签署后至生效日之前发生上述第8.01.1条和第8.01.2条事项，手回开曼应尽快将详情书面通知各投资方。

8.01.3 知情权：投资方或其授权代表有权取得集团公司财务、管理、经营、市场或提供给股东会或董事会其他成员的其他方面的信息或材料；在不影响投资方在本协议项下的其他任何权利的前提下，手回开曼应在以下规定的时间内将下列资料送达给作为股东方的投资方：

(a) 在每个会计月度结束后的20天内，提供未经审计的根据中国会计准则或香港财务报告准则编制的合并月度财务报表（包括但不限于利润表、资产负债表和现金流量表）以及各集团公司当月的银行对账单；

(b) 在每个季度最后一日起20天内，提供未经审计的根据中国会计准则或香港财务报告准则编制的合并季度财务报表（包括但不限于利润表、资产负债表和现金流量表）；

(c) 在每个会计年度结束前的45天前，提供下一会计年度的合并财务预算和年度经营计划；

(d) 在每个会计年度结束后90天内，提交经投资方认可的会计师事务所根据中国会计准则或香港财务报告准则审计的年度合并财务报表；

(e) 向投资方提供手回开曼向其他股东、董事会成员提交的有关公司治理的文件或其他相关信息副本；

(f) 在事件发生之后的5个工作日内将收到的政府各项重大处罚及禁令、重大诉讼、仲裁以及其他重要的事项及时报告给投资方；

(g) 投资方基于合理理由要求的其他文件，包括但不限于手回开曼最新版本的投资合同、与后续融资、公司管理或相关的文件，包括各方的签字和经有关监管机构盖章的手回开曼章程文件。

上述财务报表应符合中国会计准则或香港财务报告准则。在投资方收到上述账务与管理资料后，提供合理、充分的机会使投资方有机会与手回开曼管理层就相关信息进行商讨并提出建议。

8.01.4 检查权：在任何投资方持有手回开曼5%或以上股权期间内，经该投资方事先合理通知，该投资方或其授权代表有权检查/查阅手回开曼及其任何关联公司的相关资料和设施，包括但不限于资产状况、历次验资报告、年度审计报告、财务会计报告、会计账簿（包括原始会计凭证）、相关文件、以及与政府主管部门、股东、董事、重要雇员、法律顾问、会计师磋商手回开曼事务的记录等。承诺方应确保在此过程中为投资方或其授权代表提供充分合作。投资方及其授权代表应对所接触到的公司信息承担保密义务。各方于此确认，为本条之目的，在确定本第[8.01.4]条所指的持有手回开曼5%或以上股份的投资方时，同一实际控制人控制下的实体持有手回开曼的股权比例应合并计算，即如同一实际控制人控制下的两名或两名以上的投资方合计持有手回开曼5%或以上股权的，则该等投资方应共同被视为持有手回开曼5%或以上股权的单一投资方，均享有本条项下的检查权。

然而，除本协议另有明文约定之外，投资方对前述检查权的行使或因检查权的行使而对手回开曼任何信息的知悉，并不构成投资方对其在股份认购协议或本协议项下所享有的任何权利的放弃，亦不会在任何方面构成对承诺方在股份认购协议或本协议项下所作陈述和保证责任的任何程度的豁免。

8.01.5 提名权：

手回开曼设九（9）名董事，C轮投资方有权委派一（1）名董事，天士力有权委派一（1）名董事，创始人方有权共同委派四（4）名，剩余三（3）名为按上市规则规定委任的独立非执行董事。

除前述董事外，红杉中国亦有权向手回开曼委派一（1）名董事。如红杉中国实际委派了董事，则创始人方需对应调整董事会名额和组成，各方同意提供合理配合。

【经纬】有权向手回开曼的董事会委派一名观察员，观察员有权列席董事会会议并参与发言讨论，但观察员不享有投票权。

手回开曼应设立薪酬委员会，审批薪酬和员工激励的指导方针，以及审批公司高级管理人员（包括总经理、副总经理、财务负责人及公司章程规定的其他公司高级管理人员）的薪酬。该等审批应经薪酬委员会委员一致通过。

8.01.6 优先认购权：

(a) 手回开曼拟增加已发行股本时，其应当在作出同意增发的股东会决议之后的三个工作日内，向投资方发出书面通知（下称"**拟增发通知**"），写明手回开曼希望增加的已发行股本的金额（"**新发股本**"）、发行价格和支付时间表，并说明投资方应有权根据拟增发通知中规定的条款和条件，以拟增发通知规定的价格和条件，认购拟增发股本。投资方应在收到拟增发通知后的十五个工作日（下称"**首次优先认购期限**"）内做出是否就该增发行使优先认购权的决定，并书面通知手回开曼（下称"**认购通知**"）。认购通知中应当注明拟行权认购的新发股本金额，拟行权认购的新发股本金额不得高于其认购份额（定义见下）。各投资方的"认购份额"系指（a)新发股本总金额，乘以（b）该投资方在增发之前持有的A轮优先股、B轮优先股及C轮优先股除以全体投资方在增发之前持有的A轮优先股、B轮优先股及C轮优先股总和。

(b) 若任一投资方通知手回开曼其不行使优先认购权，或在首次优先认购期限内未发出认购通知的，视为该投资方放弃其优先认购权；若任一投资方发出认购通知表示仅认购其认购份额的一部分的，视为该投资方放弃认购前述新增发股本的剩余部分（未被投资方认购的新发股本部分称为"**剩余增发**"）。在前述情况下，手回开曼应书面通知已经要求认购全部认购份额的投资方（下称"**完全认购投资方**"）该等情况；各完全认购投资方有权（但无义务）在收到该通知后五（5）个工作日内（下称"**第二次优先认购期限**"）书面通知手回开曼，以同等条件认购剩余增发。如全体完全认购投资方要求认购的剩余增发的金额超过剩余增发总金额，则剩余增发应按照以下方式分配给每一位完全认购投资方：各完全认购投资方应被分配到以下两者中较小金额：（a）其认购的剩余增发金额减去已经分配给其的剩余增发金额；和（b）剩余认购份额（定义见下）；若上述分配后剩余增发仍有剩余，则依上述分配方式继续分配，直至剩余增发已经全部分配；任何已经被全额分配到其认购的剩余增发金额的完全认购投资方不再参与之后的分配。各完全认购投资方的"剩余认购份额"系指（a）尚未分配的剩余增发金额，乘以（b）该投资方

在增发之前持有的A轮优先股、B轮优先股及C轮优先股除以参与该次分配的全体完全认购投资方在增发之前持有A轮优先股、B轮优先股及C轮优先股总和。分配结束后，手回开曼应当通知各投资方其实际认购的新发股本金额。

(c) 如果投资方未根据上述[8.01.6(a)]和[8.01.6(b)]条认购全部新发股本，则手回开曼其他股东有权按照其当时彼此之间的股权比例就未被认购的新发股本进行认缴。

(d) 如果投资方未根据上述[8.01.6(a)]和[8.01.6(b)]条认购全部新发股本，则手回开曼可以在首次优先认购期限或第二次优先认购期限（如有）届满后六十（60）日内与手回开曼其他股东和/或第三方就未被投资方认购的新发股本签署相应的增发合同并完成增发，但该增发合同不能约定比提供给投资方的条件（包括但不限于价格、付款时间和股东权利）更为优惠的条款和条件。如果手回开曼未能在上述期限内就未被投资方认缴的新发股本签署相应的增发合同并完成增发（以支付增发认购款为准），则手回开曼必须再次完成上述第[8.01.6(a)]和[8.01.6(b)]条规定的程序方可与除投资方以外的其他股东和/或第三方签署增发合同。

(e) 手回开曼应当在首次优先认购期限或第二次优先认购期限（如有）届满之日起十五个工作日内，以拟增发通知中载明的发行价格和条件根据投资方同意认购的增发额，向行使优先认购权的投资方出售新增发股本。避免疑义，就届时投资方选择行权的新增发股本，除投资方外的其他手回开曼股东在此明确放弃其根据适用开曼法律、手回开曼章程文件或基于任何其他事由可享有的优先认购权及可能存在的其他任何权利。

8.01.7 转让限制：

(a) 未经投资方的事先书面同意，创始人方、员工持股平台和获得手回开曼股份的管理团队（合称"**限制转股人**"）且创始人应促使限制转股人不得向任何人直接或间接地转让限制转股人所持有的手回开曼股份（在本第[8.01.7]条中包括员工持股平台等持有手回开曼股份的实体的股份、合伙份额或其他权益），亦不得以任何方式直接或间接地处置部分或全部该等股份或在该等股份之上设置质押等任何权利负担，但限制转股人为经手回开曼股东会和/或董事会根据本协议和手回开曼章程文件的约定批准的手回开曼融资之目的在该等股份之上设置质押等任何权利负担除外。在上述期限内，经投资方同意之限制转股人的合法继承人，也将受到本条款的转让和处置限制（继承事件本身不构成前述转让或处置）。

在遵守第[8.01.7]条和第[8.01.10]条的前提下，如果任何限制转股人（下称"**转让方**"）拟向任何人（下称"**受让方**"）直接或间接转让或以其他方式处置其持有的全部或部分手回开曼股权的，投资方有权但无义务选择：

(i) 根据第[8.01.7(b)]条的约定，按受让方给出的相同的条款和条件优先受让转让方转让的手回开曼股份（"**优先购买权**"）；

(ii) 根据第[8.01.7(c)]条的约定，以受让方向转让方提出的受让条件，优先于转让方向受让方转让投资方所持全部或部分手回开曼股份（"**共同出售权**"）。

(b) 优先购买权：

(i) 转让方应以书面形式将如下信息通知投资方（"**转让通知**"）：（a）其转让意向；（b）其有意转让的股权的份额；（c）转让的条款和条件；以及（d）受让方的基本情况。

(ii) 各投资方应在收到转让通知后三十（30）日（"**第一次购买要约期**"）内书面通知转让方其是否行使优先购买权，如果决定行使优先购买权的，应当同时作出行使优先购买权的书面承诺（"**购买通知**"），购买通知中应当注明拟行权购买的股份数量，拟行权购买的股份数量不得高于其购买数量（定义见下）。如果任何投资方没有在第一次购买要约期内通知转让方其将行使优先购买权，该投资方应被视为同意该等转让且已经同意放弃优先购买权。各投资方的"购买份额"系指（a）转让方有意转让的股份数量，乘以（b）该投资方在行使优先购买权之前持有的A轮优先股、B轮优先股及C轮优先股除以全体投资方在行使优先购买权之前持有的A轮优先股、B轮优先股及C轮优先股总和。

(iii) 如果任何投资方通知转让方其不购买或者不完全购买其购买份额或任何投资方在第一次购买要约期内没有回复转让方，则转让方应书面通知已经要求购买其全部购买股份数量的投资方（"**完全购买投资方**"）该等情况；各完全购买投资方则有权（但无义务）在收到该通知后五（5）个工作日内（"**第二次购买要约期**"）书面通知转让方，以同等条件购买未被其他投资方根据上述第[8.01.7(b)(ii)]款购买的拟转让股份（"**剩余转让股权**"）。如全体完全购买投资方要求购买的剩余转让股份数量超过剩余转让股份总数量，则剩余转让股份应按照以下方式分配给每一位完全购买投资方：各完全购买投资方应被分配到以下两者中较小份额：（a）其要求购买的剩余转让股份数量减去已经分配给其的剩余转让股份数量；和（b）剩余购买份额（定义见下）；若上述分配后剩余转让股份数量仍有剩余，则依上述分配方式继续分配，直至剩余转让股份已经全部分配；任何已经被全额分配到其要求购买的剩余转让股份数量的完全购买投资方不再参与之后的分配。各完全购买投资方的"剩余购买份额"系指（a）尚未分配的剩余转让股份数量，乘以（b）该投资方在行使优先购买权之前持有的A轮优先股、B轮优先股及C轮优先股除以参与该次分配的全体完全购买投资方在行使优先购买权之前持有的公司的A轮优先股、B轮优先股及C轮优先股的总和。分配结束后，转让方应当通知各投资方其实际购买的拟转让股份数量。

(iv) 为避免疑义，就届时投资方选择行权的手回开曼股份，手回开曼其他股东在此明确放弃其根据适用开曼法律、手回开曼章程文件或基于任何其他事由可享有的优先购买权及可能存在的其他任何权利。

(v) 转让方有权转让未被行使优先购买权及其同出售权的手回开曼股权。如果拟定股份转让的条款和条件发生任何变更、或转让

方和受让方不能于转让方依据上述各条款的约定有权转让之日起六十（60）日内就拟定的股份转让签署相关股份转让协议等交易文件并将该等股份转让事项办理登记，则拟定的转让将重新受本条约定的优先购买权和下述第[8.01.7(c)]条约定的共同出售权的限制。

(vi) 若限制转股人转让任何手回开曼股份，该限制转股人应确保其受让方签署令投资方满意的加入协议及其他文件，同意加入本协议并承继转让股权的限制转股人在本协议下的一切义务。

(vii) 为避免疑义，限制转股人将其持有的股份转让给其100%持股的公司和经投资方事先明确书面同意不受优先购买权和共同出售权限制的股权转让情形不受投资方的优先购买权和共同出售权的限制。

(c) 共同出售权：

(i) 如果任何投资方未就转让方拟转让的手回开曼股份行使其优先购买权，则该投资方有权（但没有义务）行使共同出售权。行使共同出售权的投资方（该等实际行使共同出售权的投资方合称"**共同出售权人**"）有权在收到上述第[8.01.7(b)(i)]款约定的转让通知后的三十（30）日内，向转让方递交书面通知，行使其共同出售权，通知中应列明该共同出售权人希望向受让方转让的股权份额。

(ii) 各共同出售权人可行使共同出售权的股权份额为转让方向受让方转让的股权的数份额与下述共同出售比例的乘积：共同出售比例＝该共同出售权人所持有的A轮优先股、B轮优先股及C轮优先股÷（全体共同出售权人所持有的A轮优先股、B轮优先股和C轮优先股＋转让方所持有的手回开曼股权）。虽有前述规定，如创始人直接或间接转让手回开曼股权（无论是通过单次交易还是系列交易）将导致手回开曼发生控制权变更的，则各投资方有权（但无义务）行使共同出售权的股权数额为该投资方持有的全部A轮优先股、B轮优先股和C轮优先股。

(iii) 如共同出售权人根据本第[8.01.7(c)]条的规定行使共同出售权的，受让方应（并且创始人应促使受让方）以相同的价格和条款条件收购共同出售权人行使共同出售权所要求出售的手回开曼股权。如果受让方以任何方式拒绝从行使本第[8.01.7(c)]条下的共同出售权的共同出售权人处购买股权，则转让方不得向受让方出售任何股权，除非在该出售或转让的同时，该转让方按转让通知所列的条款和条件从共同出售权人处购买该等股权。

(iv) 如果A轮投资方、B轮投资方及C轮投资方均明确表示其不行使第[8.01.7(c)(i)]条约定的共同出售权，则天使轮投资方届时可优先于其他股东与转让方共同向受让方出售其持有的天使轮优先股。

(d) 对于本协议项下预期的任何股权转让，各方同意配合完成该等股权转让

所要求的一切法律程序，包括但不限于签署股权转让、其他相关的合同，在有关股东会决议、董事会决议中投票批准该等股权转让，进行资产评估（如需），以及在本协议规定的时限内取得[审批部门批准和企业登记主管部门]的登记及其他有关的政府批准和登记。

(e) 各方同意，手回开曼及其股东不应限制投资方对外转让其持有的手回开曼股权。如根据法律法规的相关规定，投资则转让股权需获得手回开曼及其股东的同意的，手回开曼及其股东在此同意放弃优先购买权并充分配合投资方完成股权转让。

(f) 违反本第[8.01.7]条约定进行的公司股权变动无效，各方不应承认违反本第[8.01.7]条约定进行的手回开曼股权变动，手回开曼也不得向违反本第[8.01.7]条约定取得手回开曼股权的任何人签发出资证明书或将其载入手回开曼的股东名册，各方与手回开曼也不得为违反本第[8.01.7]条约定进行的手回开曼股权变动相关的批准的申请与获得提供任何的帮助与配合。

8.01.8 <u>反稀释</u>：

(a) 自本协议生效日起，在手回开曼股东会已批准的前提下手回开曼发行任何新增股本或可转换为股份的权证票据（简称“额外增发”）时，投资方有权根据第[8.01.6]条的约定按同等价格和条件认购相应的全部或部分额外增发。但根据届时经手回开曼股东会和／或董事会根据本协议和公司章程的约定批准的员工持股计划而发行的股份／期权不在此限。

(b) 在额外增发发生时，手回开曼和创始人应保证额外增发的价格和条件不得比投资方获得A轮优先股、B轮优先股或C轮优先股的价格和条件更为优惠，如投资方同意额外增发，而额外增发的股份的每股认购价格（“**新低价格**”）优于投资方取得A轮优先股、B轮优先股和／或C轮优先股（为免歧义，不含天使轮投资方持有的天使轮优先股）对应的每股认购价格或C轮优先股投资价格（仅就C轮优先股而言），则作为反稀释保护措施，投资方有权自主选择以下任一种或多种方式保护其投资权益：（i）投资方有权以零对价或其它法律允许的最低对价进一步获得手回开曼发行的新股；（ii）要求创始人方和／或员工持股平台承担反稀释义务，由创始人方和／或员工持股平台以零对价或其他法律允许的最低价格向投资方转让其持有的股份；（iii）要求由承诺方以支付现金补偿的方式对投资方予以补偿，以使得额外增发后投资方为其所持有的C轮优先股对应的每一股所支付的平均对价不高于C轮加权平均价格，为其所持有的B轮优先股对应的每一股所支付的平均对价不高于B轮加权平均价格，为其所持有的A轮优先股对应的每一股所支付的平均对价不高于A轮加权平均价格。C轮加权平均价格、B轮加权平均价格和A轮价格加权平均价格的具体计算公式为：

C轮加权平均价格＝[(A+C)/(A+D)]xB

其中：“A”指额外增发前手回开曼已发行在外的股份总数；“B”指投资方根据股份认购协议取得C轮优先股的每股认购价格；“C”指假设按照投资方根据股份认购协议取得C轮优先股对应的每股认购价格进行额外增发，该额外增发的融资额能购买的股权对应的手回开曼股份数；

"D"指该额外增发的手回开曼股份数。
B轮加权平均价格＝[(A+C)/(A+D)]xB

其中："A"指额外增发前手回开曼已发行在外的股份总数；"B"指投资方根据股份认购协议取得B轮优先股的每股认购价格；"C"指假设按照投资方根据股份认购协议取得B轮优先股对应的每股认购价格进行额外增发，该额外增发的融资额能购买的股权对应的手回开曼股份数；"D"指该额外增发的手回开曼股份数。

A轮加权平均价格＝[(A+C)/(A+D)]xB

其中："A"指额外增发前手回开曼已发行在外的股份总数；"B"指投资方根据股份认购协议取得A轮优先股对应的每股认购价格；C"指假设按照投资方根据股份认购协议取得A轮优先股对应的每股认购价格进行额外增发，该额外增发的融资额能购买的股权对应的手回开曼股份数；"D"指该额外增发的手回开曼股份数。

(c) 如新低价格优于天使轮投资方根据股份认购协议中，天使轮投资方（包括信天创投）取得天使轮优先股的认购价格，则作为反稀释保护措施，天使轮投资方有权自主选择以下任一种方式保护其投资权益：（i）天使轮投资方有权以零对价或其它法律允许的最低对价进一步获得手回开曼发行的新股；（ii）要求创始人承担反稀释义务，由创始人以零对价或其他法律允许的最低价格向天使轮投资方转让其持有的股权；（iii）要求由创始人以支付现金补偿的方式对天使轮投资方予以补偿，以使得额外增发后天使轮投资方为其所持有的天使轮优先股对应的每一股所支付的平均对价不高于天使轮加权平均价格。具体计算公式为：

天使轮加权平均价格＝[(A+C)/(A+D)]xB

其中："A"指额外增发前手回开曼已发行在外的股份总数；"B"指天使轮投资方（包括信天创投）根据股份认购协议取得天使轮优先股对应的每股认购价格；"C"指假设按照天使轮投资方（包括信天创投）根据股份认购协议取得天使轮优先股对应的每股认购价格进行额外增发，该额外增发的融资额能购买的股权对应的手回开曼股份数；"D"指该额外增发的手回开曼股份数。

(d) 投资方采取前述措施时，手回开曼及投资方以外的其他股东（且创始人方应促使手回开曼及投资方以外的其他股东）应予以完全配合。

(e) 尽管有前述的规定，受限于重组框架协议约定的条款和条件，投资方同意并承诺就根据重组框架协约定引入的境外第三方放弃本[8.01.8]条的权利。

8.01.9 拖售权：如果收到第三方购买手回开曼或集团公司（作为一个整体）全部或绝大部分资产或业务或者手回开曼全部或者50%以上股权的任何要约（不论是否为兼并、重组、资产转让、股权转让或其他交易，以下称"**公司出售**"），在经C轮投资方、B轮投资方和红杉中国（下称"**拖售股东**"）一致同意且手回开曼估值不低于7亿美元或其等值人民币的情况下，手回开曼其他股东应当（i）以与拖售股东相同的方式就其持有的所有股权进行投票；（ii）避免就此次公司出售行

使香决权；（iii）根据手回开曼或拖售股东的合理要求，签署和递送所有有关文件及采取其他支持此次公司出售的行动；（iv）如此次公司出售被设计为股权转让交易，应按与拖售股东相同的条件向第三方转让其持有的所有公司股权。

8.01.10 股份受限安排：

(a) 各方确认，直接或间接由创始人所拥有的手回开曼股权虽然归属于创始人方，但该等股权（"**创始人股权**"）受限于一项自B轮交割日起三（3）年期限的特别回购权（"**特别回购权**"）。根据该项特别回购权，自B轮交割日起三（3）年内，如未经投资方事先书面同意，任何创始人与手回开曼的劳动关系终止（下称"**回购权触发事项**"）则手回开曼有权在回购权触发事项发生后的一百八十（180）天内以零对价回购该创始人（下称"**离职创始人**"）在回购触发事项发生时所直接或间接持有的受限股权（见以下定义）。如由于开曼法律规定的原因，手回开曼回购受限股权不可实际执行；则作为替代方案，各投资方有权按照上述约定行使对受限股权的特别回购权。如投资方的人数不少于二（2）人，各投资方有权按照各投资方之间的相对持股比例（但不包括天使轮优先股）收购离职创始人的受限股权；如任何投资方怠于行使该等权利，其他投资方有权代为行使该等被怠于行使的权利。

(b) 在不影响第[8.01.7]条和第[8.01.10(a)]条项下对创始人股权所设置的转让和处置限制的前提下，创始人股权应根据后述时间表解除特别回购权限制，其中已解除特别回购权限制的股权称为"未受限股权"，未解除回购权限制的股权称为"受限股权"，全部创始人股权初始均为受限股权；于B轮交割日各创始人持有的创始人股权中的三分之一（1/3）解除特别回购权限制，并转换为未受限股权；于交割日起的每个月届满之日，各创始人持有的创始人股权中的五十四分之一（1/54）将解除特别回购权限制，并转换为未受限股权，前提是该创始人届时未发生回购权触发事项。如手回开曼上市或在上市之前被收购或兼并且收购方不继承对创始人的回购权，则创始人股权应立即转化为未受限股权。

(c) 各方同意如果任何创始人发生回购权触发事项，则手回开曼或投资方（按照第[8.01.10(a)]条约定的顺序行权）有权以书面通知该离职创始人的方式，以零对价收购该离职创始人届时的受限股权，并要求该离职创始人就其离职后有权继续持有的未受限股权的表决权签署形式和内容均令手回开曼和投资方满意的股权表决权委托书。但无论本协议其他条款如何约定，对于创始人（i）主动从公司离职，或（ii）因其违反中国法律或创始人和公司间的劳动合同或保密与不竞争协议导致为手回开曼所解聘；(iii）由于损害集团公司利益的行为而离开集团公司或从事集团公司竞争业务、(iv）参与或加入集团公司竞争对手以及（v）存在其他违反交易文件规定情形的离职，该创始人持有的未受限股权和受限股权，均将被手回开曼或投资方（按照第[8.01.10(a)]条约定的顺序行权）予以零对价受让。

(d) 离职创始人应在收到手回开曼或投资方（按照第[8.01.10(a)]条约定的顺序行权）上述书面通知后三十（30）日内，尽快签署相关股权转让协议、股权表决权委托书和其他相关文件，并采取所有手回开曼或投资方（按照第[8.01.10(a)]条约定的顺序行权）要求的措施，以尽快完成手回开曼或投资方对离职创始人受限股 权的收购以及未受限股权的表决权

委托或收购，包括办理必要的变更登记。

9. 赔偿

9.01 作为A轮投资方、B轮投资方、C轮投资方分别进行《A轮增资协议》、《B轮增资协议》、《C轮增资协议》所述交易的前提及定价依据之一，以下可能将由任何集团公司承担的债务和责任或给任何A轮投资方、B轮投资方、C轮投资方（及其继承人、受让人、关联方、及A轮投资方、B轮投资方、C轮投资方向集团公司委派的董事（合称"**受偿人士**"）造成的任何损失应由承诺方予以补偿：（为免疑义，任何本条提及的A轮投资方、B轮投资方、C轮投资方，亦包括其原持有手回科技集团股权的关联方。）

9.01.1 因承诺方在本协议或股份认购协议项下的陈述或保证不真实、不准确、不完整或不充分而给任何A轮投资方、B轮投资方、C轮投资方或其受偿人士造成任何损失。

9.01.2 C轮投资方或其受偿人士或集团公司由于任何主体的诉求或第三方的任何权利主张或诉由而承受或产生的所有损失，而该等权利主张或诉由是由于交割之前出现或存在的任一承诺方或其任何关联方、董事、雇员等的任何作为、不作为、事件、条件、债务或负债导致的。

9.01.3 任何在C轮交割日前已产生或存在的债务、税费或责任，以及因C轮交割日之前发生或存在的事实、行为、原因等而使任何集团公司承担的债务、税费和责任等。

9.01.4 因任何集团公司在C轮交割日前的税务问题需要补交税款及其罚款或滞纳金。

9.01.5 因任何集团公司在C轮交割日前的员工社保问题需要补交社会保险、住房公积金及其罚款或滞纳金。

9.01.6 任何集团公司未能获得其存续和经营业务所必需的批准、许可或完成必要的登记、备案；或未按照所有适用于其的法律和政府命令从事业务；或其他违反适用于其的法律的行为。

9.01.7 任何集团公司因其在C轮交割日前从事或存在的不规范经营行为而应承担的债务、税费和责任。

9.01.8 任何承诺方违反本协议项下的承诺或义务而给任何C轮投资方或其受偿人士造成任何损失。

9.02 如果因第[9.01]条所述之事项导致A轮投资方、B轮投资方、C轮投资方或其受偿人士遭受损失（包括因任何集团公司资产减少而遭受的间接损失），创始人方以其所持的手回开曼股权且在该等股权变现价值的范围内和集团公司共同和连带地按照该A轮投资方、B轮投资方、C轮投资方的要求，在该A轮投资方、B轮投资方、C轮投资方通知后三十（30）个工作日内，通过集团公司或创始人方向A轮投资方、B轮投资方、C轮投资方支付赔偿款、手回开曼向该A轮投资方、B轮投资方、C轮投资方分配利润、手回开曼创始人方无偿向该A轮投资方、B轮投资方、C轮投资方转让股权进行补偿，以弥补该A轮投资方、B轮投资方、C轮投资方因此遭受的所有直接及间接损失。尽

管有前述规定，若承诺方存在欺诈、故意或重大过失的情形，则手回开曼创始人方在本协议项下的赔偿责任不以其所持的手回开曼股权或该等股权变现价值的范围为限。

10. 最优惠条款

10.01 C 轮投资方的权利应优先于、或至少相当于手回开曼所有其他股东（包括本协议签署后各轮新入股的其他股东）的权利；B 轮投资方的权利应优先于、或至少相当于除 C 轮投资方以外的手回开曼所有其他股东（包括本协议签署后各轮新入股的其他股东）的权利；A 轮投资方的权利应优先于、或至少相当于除 B 轮投资方和 C 轮投资方以外的手回开曼所有其他股东（包括本协议签署后各轮新入股的其他股东）的权利。若手回开曼在未来进行融资时与其他投资方或手回开曼其他股东之间存在比本协议约定的条款更为优惠的投资待遇，则该等优惠待遇同样适用于投资方。

11. 终止

11.01 本协议第[2]条的规定下因第 2.01 条(3)-(11)款触发的手回开曼的回购义务（“特定事项回购权”）以及本协议第 [3]条的规定在手回开曼第一次向交易所提交上市申请表格之日终止并且再无进一步的效力（为免疑义，本协议第[2]条的规定下其他事项触发的回购权效力不受影响）。

11.02 如果特定事项回购权及本协议第 [3]条的规定根据本协议第[11.01]条的规定终止，各方确认并同意，如上市未能于第一次向交易所提交上市申请表格后 18 个月完成或手回开曼因任何原因决定撤回上市申请或上市申请被交易所拒绝/退回，则(a) 在前述事项发生孰早之日，根据本协议款项下授予的权利的终止应被自动复原，如同未曾提交上市申请表格，也未曾发生上市，对中止期间投资方应当享有前述各项权益具有追溯力，有关期间自动顺延；及(b) 经各股东事先书面一致同意，手回开曼股东有权要求和促使集团根据适用法律和手回开曼章程文件进行重组，让手回开曼股东、相关投资方关联方或手回开曼股东境内的关联方或手回开曼股东的指定方直接成为手回科技集团的股东，并签署各股东一致同意的股东协议，同时各方根据现有投资协议的权利义务恢复至本协议签署前的状态。

11.03 各方进一步同意，但如手回开曼在 2024 年 6 月 30 日之前提交了上市申请，投资方根据本协议第 2.01 条(1)款所享有的回购权（“IPO 回购权”）将在手回开曼第一次向交易所提交上市申请表格之日终止。但如上市未能于 2024 年 6 月 30 日之后 15 个月完成，或者手回开曼因任何原因决定撤回上市申请或上市申请被交易所拒绝/退回，则前述被终止的 IPO 回购权将在该等事项发生孰早之日自动恢复效力，对中止期间投资方应当享有的前述权益具有追溯力，有关期间自动顺延。

11.04 境内股东协议的所有签署方确认并同意（并应促使其关联方确认并同意），自本协议生效日、过渡期 VIE 协议签署并生效之日起(以两者中孰晚的日期为准)，原各相关方签署的境内股东协议自动终止。

11.05 本协议经各方签署及自生效日起生效，直至以下较早发生的事件效力终止：

(i) 各投资方不再直接或间接持有手回开曼的任何股权类证券；

(ii) 手回开曼只剩下一名股东；

(iii) 因适用法律硬性要求本协议终止；

(iv) 手回开曼完成上市之时；以及

(v) 各方一致书面同意终止本协议的其他日期，

当根据本协议规定进行转让后任何股东不再是手回开曼的直接或间接股东时，本协议（仅限针对该股东而言）应随即终止。

11.06 如果本协议根据本协议第[11.04]条的规定终止，本协议对有关股东应失效且没有任何进一步的效力及约束力，但是：

(a) 本协议第[7.01]、[7.02]、[11]、[13]、[14]、[15.04]、[15.05]和[16]条的规定在本协议终止后继续有效；和

(b) 除非各方另有协议，任何终止不会影响任何一方针对其他方在该终止前发生的任何本协议任何规定被违反的情况应享有的权利。

12. 成本

每一方应自行支付其特此同意支付的，因本协议产生的或与之有关的成本，除非重组协议、认购协议或其各自附属文件另有规定。

13. 公告

本协议每一方承诺，不会做出与本协议有关的任何公告，除非适用法律、手回开曼章程文件、上市规则或其他相关证券交易所的规则、交易所或与上市有关的任何其他机构要求，或者除非本协议其他方已同意做出该等公告（不得不合理地拒绝授予或延迟授予该等同意）。

14. 保密

14.01 受限于本协议第[13]和[14.02]条，每一方应对因签署或履行本协议而收到或获得的，与下述各项有关的所有信息严格保密：

(a) 本协议规定；

(b) 与本协议有关的谈判；

(c) 本协议的标的；或者

(d) 其他方。

14.02 如果(a)其他方已就披露授予了事先书面批准（不得不合理地拒绝或延迟授予该等批准），但是，如果任何适用法律、手回开曼章程文件、上市规则或其他相关证券交易所的规则、交易所或者任何其他机构要求进行披露，或者披露是根据上市规则和/或其他相关证券交易所的规则和/或交易所和/或证监会的任何要求进行的，则无需获得该等批准或同意；或(b)为满足一方履行本协议义务、内部报告或审计义务而有必要向其雇员、董事、股东、成员、代表、顾问、其他专业人员、关联方和/或基金管理人披露，或向该方提供债务或股权融资的任何人士以及任何从该方收购手回开曼股权证券的人士披露，在每一种情况下均应仅基于"需要了解"的情形，并且前提是该等主体均应被告知相关信息的机密性质，那么该一方可披露保密信息。保密信息不包括下列信息：(a)在披露时已经存在于公共领域的；(b)在披露后并非由于有关一方的作为或不作为而成

为公共领域一部分的；(c) 在由一方披露之前已经由另外一方所持有的；或(d) 由有关一方合法地通过第三方获得的。

14.03 本协议第[14]条中包含的限制应在本协议签署之日后或者本协议终止后继续适用，不受时间限制。

15. 与本协议有关的规定

15.01 如果本协议规定与手回开曼章程文件（本协议除外）或任何其他集团公司的章程文件的规定不一致，对于股东来说，应以本协议的规定为准。在适用法律、上市规则或其他相关证券交易所的规则允许的情况下，手回股东应确保及时修订手回开曼章程文件（本协议除外）及任何其他集团公司的章程文件，使有关规定一致。

15.02 各方同意，如果本协议或股份认购协议的任何规定不被交易所和/或证监会所接受，其将善意地与上市保荐人和手回开曼合作制定可被交易所和/或证监会接受的替代安排（可能涉及各方修订、豁免和/或放弃本协议或股份认购协议项下的某些权利），而且每一方应尽所有合理努力就上述程序与其他方合作，以尽可能保护每一方在本协议或股份认购协议项下的权利和权益。尽管有以上规定，各方同意，如果因故未能于提交上市申请表格后 18 个月完成上市，或该等上市申请被否决、撤回，则根据本协议第[15.02]条修改的条款应被自动复原。

15.03 各方的继承人和经允许的受让人应享有本协议赋予该方的利益，并受制于本协议的规定。任何股东在本协议项下的任何权利可转让给不违反本协议条款受让该股东转让股份的任何人，但该人应签署格式基本上符合本协议附件三的守约书。

15.04 除在董事会授权的情况下，任何股东不得单独因其股东的身份而成为手回开曼的代理人，或有权代表手回开曼行事或使其行为对手回开曼产生约束力。任何股东应对其违反本条规定采取的行动而对手回开曼或者各其他股东（视情况而定）可能在任何时候因上述违反而遭受的、或承担责任的任何损失、权利要求、损害、责任、判决、罚款、义务、开支和任何类型或性质的责任（包括但不限于有关任何待决或可能的法律诉讼或程序中发生的和为解决任何调查、法律或其他开支）自行负责，并对手回开曼或其他股东对由此引起的损害进行赔偿。本条款的规定在本协议终止后继续有效。

尽管有前述约定，各主要附属公司承诺，其将为手回开曼履行本协议项下的义务及责任（包括但不限于第 2 条约定的回购义务等）提供连带保证责任。

15.05 各股东明确无意在此依据任何司法辖区合伙法律成立合伙，无论是一般合伙制或有限合伙制。股东无意因其股东地位与另一股东或与第三方成为合伙人，或在股东之间建立信托关系。本协议项下的各项股东义务应作为独立的义务，且各投资方控股公司为独立的合同方，互相不承担连带责任。

15.06 对本协议的修改，如果要对本协议的一方或多方发生效力，需要取得上述一方或多方的同意，否则对该方不生效。

15.07 每一方应为使本协议条款生效而开展并签署或者促使开展并签署所有必要的其他行动、契约、事宜和文件。

15.08 在可能的情况下，本协议的每一项规定应按照根据所有适用法律是有效、合法且可强制执行的方式解释。但是，如果本协议任何规定根据任何司法管辖区的适用法律是无效的、非法的或者不可强制执行的，该等规定应被视为针对该司法管辖区进行了修订，

从而符合该适用法律的最低要求，或者如因任何原因其没有被视为进行了该等修订，其应仅在该等无效、非法或可强制执行性受限的范围内是无效的、非法的或者不可强制执行的，不影响本协议的其他规定，或者该等规定在任何其他司法管辖区的有效性、合法性或可强制执行性。

15.09 根据本协议发出或做出的每一份通知、要求或其他通信应采用书面形式，并且应交付或发送至有关方。

以上述方式发给有关方的任何通知、要求或其他通信应在下述时间视为已送达，(a)如通过信函方式发出或做出，于实际交付到有关地址时，和(b)如通过电邮方式发送或做出，于发送时。

15.10 尽管本协议中包含任何规定，如果任何一方（因其中一方违约之外的任何原因以及除本协议规定之外的任何原因）未根据本协议条款履行其在本协议项下的义务，守约方可采取法律程序对本协议执行特定履行。本条款不应阻止或者不应视为阻止该方采取可执行其在本协议或其他规定项下权利的措施或救济。本条款不应阻止该方获得除违约金外代表因其他方违约而需支付的利息或损失的损害赔偿金。该方不应行使该等权利，除非其已经以书面形式向其他方发出通知，要求其他方在收到该等通知后十四(14)天内予以补救，而且其他方未能履行该等通知。各方同意，各方有权寻求禁制令来阻止其他方违反本协议，且有权寻求实际履行令来强制执行本协议条款和规定，而无须提供保证金或其他担保或给予任何提前通知。

15.11 拥有任何权利、利益及/或权益之任何一方，能随时向本协议所有其他方发出书面通知，单方面豁免、减少、解除或退让任何其于本协议项下之权利、利益及权益，或向本协议任何其他方授出延限或任何其他形式的优待，届时本协议余下条款的合法性、有效性及可执行性，以及其他方未获豁免于其项下的任何其他责任和义务，均不受影响或损害。本协议项下任何权利、利益及/或权益之豁免或优待，不构成各方之间的新协议。

15.12 本协议可签署一份或多份文本，每一份对签署方均具有约束力，但所有各份应共同构成一份文件。为避免疑义，在由明确是本协议当事方的所有人士或其代表签署前，本协议不对本协议任何一方具有约束力。

15.13 对于本协议提及的任何日期或期间，以及本协议各方通过协议或其他方式约定的替代该等日期或期间的任何日期或期间而言，时间是非常重要的。

15.14 任何一方推迟或疏于行使因任何其他方违约而享有的任何权利、权力或救济，不会损害所述非违约方的所述任何权利、权力或救济，也不得将其解释为该方豁免或默许所述违约，或豁免或默许之后发生的任何类似违约；豁免任何一次违约，也不得视为豁免方豁免之前或之后发生的任何其他违约。任何一方对本协议项下违约的任何种类或特点的豁免、准许、同意或批准，或任何一方对本协议任何条款或条件的放弃，必须以书面形式作出，且仅在所述书面形式明确列明的范围内有效。

15.15 本协议的权利或限制应将各方在本协议或其他有效力的协议（包括股份认购协议和其附属文件）项下各项和所有不同的权利、权力和救济视为独立。于违反本协议时，该方根据适用法律或衡平法可享有的任何其他权利、权力和救济，可累计使用。

15.16 除非本协议另有明确约定，非为本协议当事方的第三人不得享有《合约（第三者权利）条例》（香港法例第 623 章）项下之权利以执行或享有任何本协议之利益。即使本协

议中有任何其他规定，于任何时间均不需要非为本协议当事方的第三人之同意以解除或变更本协议。

15.17 尽管有任何其他规定，本协议不限制、不影响及不损害在重组协议、认购协议和其各自附属文件及其他相关文件中规定享有之权利，也不限制、不影响及不损害任何人为实现或履行重组协议、认购协议和其各自附属文件及其他相关文件其中约定或条款而作之任何交易或行为。

16. 法律和司法管辖区

16.01 本协议应在所有方面受香港法律管辖并据以进行解释。

16.02 本协议（包括但不限于：（1）任何有关合约性、合约前或非合约性权利、义务或责任的问题；和（2）任何有关本协议的存在、效力或终止或违约的问题）以任何方式引起任何争议、纠纷或索赔（"**争议**"）或与其相关的事宜应提交至香港国际仲裁中心（"**HKIAC**"），由 HKIAC 根据仲裁通知提交之时生效的 HKIAC 仲裁规则（"**规则**"）实施的具约束力仲裁予以最终解决，所述仲裁通知应根据规则提交，并应将所述规则视为通过引述方式纳入本协议第[16.02]条，并可通过本协议第[16.02]条其他规定加以修订。仲裁庭的任何裁决或命令应该在当事人之间是最终并且有约束力的。本协议第[13]条的任何条款不得被解释为阻碍任何当事人在任何有权司法管辖区的任何法院寻求临时措施。

16.03 仲裁庭（"**仲裁庭**"）应由三名按照规则任命的仲裁员组成。

16.04 仲裁地应为香港。仲裁程序所用语言应为中文。仲裁庭的任何裁决应以书面形式作出，应是终局的且自作出之日起对各方有约束力。各方承诺毫不拖延地执行任何裁决。

16.05 除规则或香港适用法律有所规定外，通过本协议第[16]条处理的争议所引起的所有费用将由 HKIAC 仲裁为败方的一方负责。

17. 确认

各方确认，在准备本协议和与之有关的任何其他文件时，各手回股东和各投资方在签署本协议和与之有关的任何其他文件前已采取其认为适宜的，所有必要的独立法律意见。

（以下无正文）

附件一

第一部分

各创始人公司的详情

各创始人公司	公司编号	成立地点
Little Green Light Ltd ("光耀 BVI-1")	2033628	维尔京
MallocLuke Ltd ("韩立炜 BVI-1")	2033634	维尔京
Plmm Ltd ("刘丽 BVI-1")	2033638	维尔京
Little Blue Light Ltd ("光耀 BVI")	2128780	维尔京
Convolution Ltd ("韩立炜 BVI")	2129201	维尔京
Plmmliu Ltd ("刘丽 BVI")	2129377	维尔京

第二部分

各投资方的详情

各投资方	统一社会信用代码	成立地点	注册地址
嘉兴极地信天壹期投资合伙企业（有限合伙）（"**信天创投**"）	9133040230751353XN	中国	浙江省嘉兴市南湖区南江路 1856 号基金小镇 3 号楼 112 室-23
天津聚新科技发展合伙企业（有限合伙）（"**聚新科技**"）	91120118MA07B3AB5E	中国	天津自贸试验区（东疆保税港区）澳洲路 6262 号查验库办公区 202 室（天津东疆商务秘书服务有限公司自贸区分公司托管第 3892 号）
北京雨澄管理咨询中心（有限合伙）（"**红杉中国**"）	91110114344331153A	中国	北京市朝阳区三间房双桥路 3 号四层 04013
上海纬铺企业管理合伙企业（有限合伙）（"**经纬**"）	91330185MA27XF067P	中国	中国（上海）自由贸易试验区创新西路 778 号
西藏聚智创业投资有限公司持股主体（"**聚智**"）	91540091064690434O	中国	拉萨市经济技术开发区林琼岗路 16 号孵化园 1 号厂房三层 2 号 3203
天津歌斐诺辰企业管理合伙企业（有限合伙）（"**歌斐诺辰**"或"**C 轮投资方**"）	91120116MA8296G6XK	中国	天津滨海高新区塘沽海洋科技园宁海路 872 号文峰大厦 1210 室（天津锦信商务秘书有限公司托管第 0661 号）

在本协议中，聚新科技及信天创投（就其享有的天使轮优先股而言）合称"天使轮投资方"，信天创投（就其享有的 A 轮优先股而言）及红杉中国合称"A 轮投资方"，经纬及聚智合称"B 轮投资方"。

第三部分

各员工持股平台的详情

各员工持股平台	公司编号	成立地点
Xiaoyusan Limited	2132346	维尔京
Vitality Innovations Limited	2138227	维尔京

第四部分

各主要附属公司/合并联属实体的详情

各主要附属公司	公司编号/统一社会信用代码	成立地点
Shouhui Holding Limited（“手回 BVI”）	2129711	维尔京
Shouhui Tech H.K. Limited 手回科技集团有限公司（“手回香港”）	3310660	香港
天津手回投资有限公司（“手回天津”）	91120116MA829J9R2J	中国
深圳手回科技集团有限公司（“手回科技集团”）	91440300326462475E	中国
深圳手回创想科技有限公司（“手回创想”）	91440300MA5EWEWQ83	中国

第五部分

通知地址

就本协议项下的所有通知，应向各方的如下联系方式发送：

(1) 手回开曼、各主要附属公司及其他集团公司实体：

联系人：光耀

联系地址：广东省深圳市南山区科技园高新区南区粤兴一道 9 号香港科技大学深圳产学研大楼 313-6

电话号码：18603014055

电子邮箱：house@shouhui-tech.com

(2) 光耀、光耀 BVI-1、光耀 BVI

联系地址：广东省深圳市南山区科技园高新区南区粤兴一道 9 号香港科技大学深圳产学研大楼 313-6

电话号码：18603014055

电子邮箱：house@shouhui-tech.com

(3) 韩立炜、韩立炜 BVI-1、韩立炜 BVI

联系地址：广东省深圳市南山区科技园高新区南区粤兴一道 9 号香港科技大学深圳产学研大楼 313-6

电话号码：18665815566

电子邮箱：luke@shouhui-tech.com

(4) 刘丽、刘丽 BVI-1、刘丽 BVI

联系地址：广东省深圳市南山区科技园高新区南区粤兴一道 9 号香港科技大学深圳产学研大楼 313-6

电话号码：18926544566

电子邮箱：lily@shouhui-tech.com

(5) 信天创投

联系人：张俊嶷

联系地址：深圳福田区上梅林凯丰路 10 号湾区国际金融科技城（翠林大厦）20 层

电话号码：18566762700

电子邮箱：zhangjx@avcapital.cn

(6) 红杉中国

联系人： 齐月、刘梦迪

联系地址：中国北京市朝阳区建国路 77 号华贸中心 3 号写字楼 3606 室

电话号码： 13524790848、+86 10 8447 5668 803

电子邮箱： lqi@hongshan.com、mdliu@hongshan.com

(7) 经纬

联系人：徐传陞

联系地址：北京市朝阳区东三环北路 38 号院 1 号楼泰康金融大厦 2601 室

电话号码：010-6500 0088

电子邮箱：david.su@matrixpartners.com.cn、notice@matrixpartners.com.cn

(8) 天士力：

联系人：刘涛

联系地址：天津市北辰区普济河东道 2 号天士力现代中药城新董事楼

电话号码：18502201512

电子邮箱：liutao89@tasly.com

(9) C 轮投资方

联系人：叶钢

联系地址：上海市杨浦区长阳路 1687 号长阳创谷 2 号楼歌斐资产

电话号码：13918103843

电子邮箱：Byron.ye@gopherasset.com

附件三

本守约书由以下双方于 20[　]年___月___日签订：

(1) **Shouhui Tech Limited**，一家在开曼群岛成立的公司，其注册地址为 Vistra (Cayman) Limited, P. O. Box 31119 Grand Pavilion, Hibiscus Way, 802 West Bay Road, Grand Cayman, KY1 - 1205 Cayman Islands（"**手回开曼**"）；以及

(2) **[新股东名称]**，一家根据[组建管辖区]法律组建及存续的公司，其注册办事处位于[　　]（"**新股东**"）。

事实陈述：

(A) 在 20[　]年[　]月[　]日，**手回开曼**、其**股东**及其他方签订了一份股东协议（"**股东协议**"），本守约书模版作为**股东协议**之附件三。

(B) **新股东**希望获得[　　]（"**原股东**"）将**手回开曼**股本中[　股]的股份（"**股份**"）[分配/转让给他/她/它]，并且按照**股东协议**第[15.03]条的规定]/[认购**手回开曼**股本中[　股]的股份（"**股份**"），并且按照**股东协议**第[8.01.6]条的规定]，同意签订本守约书。

(C) **手回开曼**代表本身并作为**手回开曼**所有现有**股东**的代理人签订本守约书。

本守约书现证明如下：

1. 解释

在本守约书中，除非上下文另有规定，**股东协议**中定义的所有词语和用语在本守约书中使用时应具有相同的含义。

2. 承诺

新股东特此向**手回开曼**（作为所有现在或之后受**股东协议**约束的其他人的信托人）及**手回开曼**本身承诺，**新股东**将遵守**股东协议**和书面明确作为**股东协议**补充或附属文件及其他相关文件的全部文件所规定[持有与[**股份**]属于同一类别股份的**股东**]/[**原股东**]的所有**责任**、承担和义务并受该等**责任**、承担和义务的约束，如同**新股东**自**股东协议**签署之日起，即为**股东协议**的原当事方一样。

3. 强制执行性

股东和**手回开曼**均有权对**新股东**强制执行**股东协议**，且**新股东**在任何情况下均享有[持有与[**股份**]属于同一类别股份的**股东**]/[**原股东**]在**股东协议**项下的所有权利和利益（不可转让的权利和利益除外），如同**新股东**自**股东协议**签署之日起，即为**股东协议**的原当事方一样。

4. 其他

为免疑义，就算**手回开曼**没有签订本守约书，只要**新股东**签订本守约书，并且按照适用法律、**手回开曼**章程文件、**股东协议**的规定进行[认购/转让][**股份**]，该等[认购/转让]和**股东协议**项下的**责任**、承担、义务、权利和利益的转让将被视作完成和满足。

5. 适用法律

本守约书适用香港法律并据其解释。

鉴于此，本守约书已于文首所载日期以契约形式签署。

Shouhui Tech Limited	)
正式授权代表[•]	)
以 **Shouhui Tech Limited**	)
的名义以契约形式	)
签署、盖章及交付	)
见证人：	)
[新股东名称]	)
正式授权代表[•]	)
以[**新股东**]的	)
名义以契约形式	)
签署、盖章及交付	)
见证人：	)

签署

本协议已于文首书明的年份和日期签署，以昭信守。

手回开曼

由
经正式授权代表
Shouhui Tech Limited

.....

通过签署本协议，签字人
保证其已被正式授权代表
Shouhui Tech Limited
签署本协议

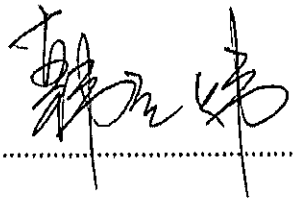
【Shouhui Tech Limited《股东协议》签字页】

各创始人

光翔

光翔

【Shouhui Tech Limited《股东协议》签字页】



韩立炜

【Shouhui Tech Limited《股东协议》签字页】

刘丽

各创始人公司

由
经正式授权代表
Little Green Light Ltd

.....

通过签署本协议，签字人
保证其已被正式授权代表
Little Green Light Ltd
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由
经正式授权代表
MallocLuke Ltd

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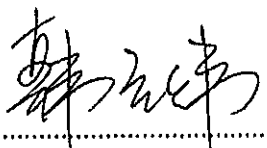

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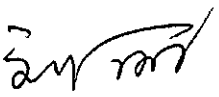
通过签署本协议，签字人
保证其已被正式授权代表
MallocLuke Ltd
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由
经正式授权代表
Plmm Ltd



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通过签署本协议，签字人
保证其已被正式授权代表
Plmm Ltd
签署本协议

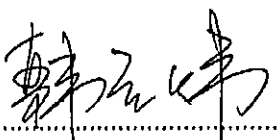
【Shouhui Tech Limited《股东协议》签字页】

由
经正式授权代表
Little Blue Light Ltd

通过签署本协议，签字人
保证其已被正式授权代表
Little Blue Light Ltd
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由
经正式授权代表
Convolution Ltd



通过签署本协议，签字人
保证其已被正式授权代表
Convolution Ltd
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由
经正式授权代表
Plmmliu Ltd

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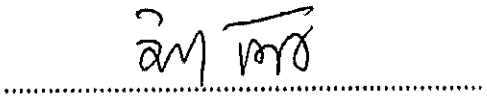

通过签署本协议，签字人
保证其已被正式授权代表
Plmmliu Ltd
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

各投资方

由)
经正式授权代表)
嘉兴极地信天壹期投资合伙企业（有限合伙）)
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通过签署本协议，签字人
保证其已被正式授权代表
嘉兴极地信天壹期投资合伙企业（有限合伙）
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由
经正式授权代表
天津聚新科技发展合伙企业（有限合伙）

通过签署本协议，签字人
保证其已被正式授权代表
天津聚新科技发展合伙企业（有限合伙）
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由)
经正式授权代表)
北京雨澄管理咨询中心（有限合伙）)
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通过签署本协议，签字人
保证其已被正式授权代表
北京雨澄管理咨询中心（有限合伙）
签署本协议。

2023 年 12 月

【Shouhui Tech Limited《股东协议》签字页】

由)
经正式授权代表)
上海纬镛企业管理合伙企业（有限合伙）)
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通过签署本协议，签字人
保证其已被正式授权代表
上海纬镛企业管理合伙企业（有限合伙）
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由
经正式授权代表
西藏聚智创业投资有限公司

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通过签署本协议，签字人
保证其已被正式授权代表
西藏聚智创业投资有限公司
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由)
经正式授权代表)
天津歌斐诺辰企业管理合伙企业（有限合伙）)
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) 通过签署本协议，签字人
) 保证其已被正式授权代表
) **天津歌斐诺辰企业管理合伙企业（有限合伙）**
) 签署本协议

【Shouhui Tech Limited《股东协议》签字页】

<u>各员工持股平台</u>

由)
经正式授权代表)
Xiaoyusan Limited)
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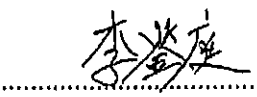

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通过签署本协议，签字人
保证其已被正式授权代表
Xiaoyusan Limited
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由
经正式授权代表
Vitality Innovations Limited

For and on behalf of
Futu Corporate Service Limited
富途企業服務有限公司

.....
Authorized Signature(s)

通过签署本协议，签字人
保证其已被正式授权代表
Vitality Innovations Limited
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

各主要附属公司

由
经正式授权代表
Shouhui Holding Limited

.....

通过签署本协议，签字人
保证其已被正式授权代表
Shouhui Holding Limited
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由
经正式授权代表
Shouhui Tech H.K. Limited
手回科技集團有限公司

.....

通过签署本协议，签字人
保证其已被正式授权代表
Shouhui Tech H.K. Limited
手回科技集團有限公司
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由)
经正式授权代表)
天津手回投资有限公司)
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通过签署本协议，签字人
保证其已被正式授权代表
天津手回投资有限公司
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由
经正式授权代表
深圳手回科技集团有限公司

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通过签署本协议，签字人
保证其已被正式授权代表
深圳手回科技集团有限公司
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

由
经正式授权代表
深圳手回创想科技有限公司

.....

通过签署本协议，签字人
保证其已被正式授权代表
深圳手回创想科技有限公司
签署本协议

【Shouhui Tech Limited《股东协议》签字页】

关于

深圳手回科技集团有限公司

之

增资协议

2024 年 1 月

关于深圳手回科技集团有限公司之增资协议

本《关于深圳手回科技集团有限公司之增资协议》（"**本协议**"）由以下各方于2024年1月8日在中国深圳市签署：

1. **深圳手回科技集团有限公司**，一家根据中国法律设立的有限责任公司，统一社会信用代码为91440300326462475E，其注册地址为深圳市福田区梅林街道孖岭社区凯丰路10号翠林大厦20层01室（"**手回科技**"或"**公司**"）；

2. **光耀**，中国公民，居民身份证号为142424198411192310；

3. **韩立炜**，中国公民，居民身份证号为610302198408010 51X；

4. **刘丽**，中国公民，居民身份证号为430181198406030024；

5. **深圳小雨伞投资管理合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为深圳市南山区粤海街道科技园高新区南区粤兴一道9号香港科技大学深圳产学研大楼313-4、5、6；

6. **星闪科技有限公司**，系一家根据中国香港法律注册成立并合法存续的有限公司（"**投资人**"）。

以上各方合称为"**各方**"，分别称为"**一方**"。

鉴于：

1. 公司目前是一家根据中国法律设立的有限责任公司，经营范围包括：从事信息技术、电子产品的技术开发、技术咨询、技术服务、自有技术转让；在网上从事商贸活动（不含限制项目）；投资管理、投资咨询、投资顾问（以上均不含限制项目）；国内贸易（不含专营、专控、专卖商品）；股权投资；线上健身运动器材销售；提供医疗援助服务（不含诊疗）；医疗翻译服务；旅行援助联络服务；汽车援助联络服务；健康管理和咨询服务（不含诊疗）；从事广告业务（法律法规、国务院规定需另行办理广告经营审批的，需取得许可后方可经营）。（依法须经批准的项目，经相关部门批准后方可开展经营活动）；

2. 各方同意本轮增资方按照本协议约定的条款和条件向公司进行增资。

本协议各方根据平等互利原则，经过友好协商，达成协议如下：

第一条　　增资

1.1 截至本协议签署之日，公司注册资本为3,670,187元人民币，在工商登记的股权结构如下：

序号	股东名称/姓名	认缴出资额（人民币/元）	持股比例
1.	光耀	2,301,937	62.7199%
2.	韩立炜	648,042	17.6569%
3.	刘丽	117,616.10	3.2046%
4.	深圳小雨伞投资管理合伙企业（有限合伙）	602,591.90	16.4186%
合计		**3,670,187**	**100.000%**

1.2 基于本协议确定的条款和条件，各方同意参考适格评估机构对公司的评估报告的评估价格作为定价依据，公司的注册资本将从 3,670,187 元人民币增加至 3,707,260 元人民币（"**本次增资**"），即新增注册资本 37,073 元人民币（"**新增注册资本**"），由投资人认购，增资价款为 3,910,000 元人民币。本次增资具体情况如下：

增资股东名称	新增注册资本（人民币/元）	增资价款（人民币/元）	出资方式
星闪科技有限公司	37,073	3,910,000	现金出资

1.3 各方同意，应在本协议签署并生效后的两个月内或各方另行书面一致同意的其他时间完成本次增资的工商变更、外汇变更登记、外资信息报送手续以及公司账务处理。本次增资的相关登记手续应由公司主导完成，各方同意在合理范围内提供必要协助。本次增资完成后，公司的注册资本为原注册资本 3,670,187 元人民币与新增注册资本 37,073 元人民币之和，即 3,707,260 元人民币，具体的股权结构为：

序号	股东名称/姓名	认缴出资额（人民币/元）	持股比例
1.	光耀	2,301,937	62.0927%
2.	韩立炜	648,042	17.4803%
3.	刘丽	117,616.10	3.1726%
4.	深圳小雨伞投资管理合伙企业（有限合伙）	602,591.90	16.2544%
5.	星闪科技有限公司	37,073	1.0000%
合计		**3,707,260**	**100.0000%**

1.4 公司的其他股东明确和不可撤销地同意放弃其根据相关法律、公司章程和任何其他文件对本次增资的优先认购权以及其他的类似的优先性权利（如有）。

第二条　　陈述与保证

每一方各自向其他各方分别而非连带地作出下述陈述和保证：

2.1 该方是依据其成立地所适用法律法规合法设立、有效存续且状况良好的实体，或是一名具有完全民事行为能力的自然人（视该方具体情况而定）；

2.2 根据相关方成立地或所在地法律，该方拥有签署本协议所必需的所有权力、授权和批准，并拥有充分履行其在本协议项下的每一项义务所必需的所有权力、授权和批准；

2.3 该方签署本协议的代表已经获得充分授权以签署、交付本协议，且假设本协议也由其他各方正式授权、签署和交付，则本协议构成该方有效和具约束力的义务，可以根据其条款强制执行；及

2.4 该方签署和递交本协议，以及履行其各自在本协议项下的义务并不亦将不会：

(1) 违反该方的章程或任何其它组织性文件，或构成该等文件项下的违约；

(2) 导致对该方作为交易一方或对该实体具有约束力的任何合同的违反；或

(3) 导致违背或违反任何适用法律、法规或任何政府机关做出的对该方具有约束力的法令、令状、禁令、判决或裁定。

第三条　　保密

3.1 各方应对本协议的条款与条件以及本协议下拟订的交易严格保密，除非对上述内容的披露是法律要求或政府部门所命令的。任何一方均应对以下保密信息严格保密：本协议的存在、内容与签署、其在交易文件有效期内获知的其他方的商业秘密、技术秘密以及彼此就准备或履行本协议而交换的任何口头或书面信息（合称"**保密信息**"）。未经其他方事先书面同意，任何一方不得披露或公开保密信息。为履行本协议之目的，本协议一方可向其股东、董事、管理人员、员工、顾问、代理、基金股东的管理人、基金股东的有限合伙人及/或现有出资人及其代表、内部治理或决策机构成员在必要的范围内披露保密信息，但该方应当确保该等人士承担与协议项下约定相同或相当的保密义务。

3.2 任何一方在下列任一情形下披露保密信息不视为违反本协议：（i）该信息在披露时已为公众所知悉且该信息为公众所知悉并非由于该方违反本协议披露该信息；（ii）该信息系根据本协议其他方事先书面同意而披露；（iii）为评估或履行本协议之目的，一方向其股东、投资者、合伙人、董事、管理人员、员工、顾问、代理、其所聘用的会计师事务所和/或律师事务所披露，但该方应确保该等人士承担与协议项下约定相同或相当的保密义务；（iv）一方按照适用法律或对其有管辖权的证券交易所、监管机构、司法机关或其他政府机构的要求而披露，披露之前一方应在不违反相关规定的前提下先以书面形式将披露的保密信息的确切性质通知本协议其他方，在作出上述披露前的合理时间内，披露方应与本协议其他方就该披露进行协商，并就本协议其他方合理要求尽可能对该披露寻求保密处理。

3.3 本协议终止后，本条应继续有效。

第四条　　违约责任

任何一方违反本协议的约定，均视为其违约。不影响守约方依据本协议及法律法规所享有的其他权利及救济，违约方应当承担因其违约而给守约方造成的全部损失，以及为实现本协议项下权利和/或救济而发生的合理费用（包括但不限于诉讼费、仲裁费、律师费、财产保全费、差旅费、执行费、评估费、拍卖费、公证费、送达费、公告费等）。

第五条　　不可抗力

5.1 如发生诸如地震、台风、洪水、火灾、军事行动、出现罢工、暴动、战争、或其他协议一方所不能合理控制的不可预见之不可抗力事件（"不可抗力事件"），阻碍该方履行本协议，该方应毫不延迟地立即通知其他协议方，并在通知发出后 15 日内提供该等事件的详细资料和证明文件，解释不能或延迟履行其在本协议项下全部或部分义务的原因。各方应通过协商寻求找到并执行协议各方均能接受的解决方法。

5.2 如发生不可抗力事件，受不可抗力影响的一方无需对任何其他协议方因本协议项下的义务由于不可抗力事件而未能履行或延迟履行而遭受的任何损害、成本增加或损失负责，而该等未能履行或延迟履行本协议不应被视为违反本协议。声称发生不可抗力事件的协议一方应采取适当措施减少或消除不可抗力事件的影响，并尽可能在最短的时间内尝试恢复履行被不可抗力事件延误或阻碍履行的义务。

5.3 如不可抗力事件或不可抗力事件的影响阻碍一方或各方履行其在本协议项下的全部或部分义务为期 1 个月以上，则各方应友好协商解决方案，包括不限于终止本协议或修改本协议或免除本协议规定的部分义务或延迟本协议的履行。

第六条　　适用法律和争议解决

6.1 本协议的订立、效力、解释、履行和争议的解决应受中国法律的管辖，并依其解释。

6.2 凡因执行本协议引起的或与本协议有关的一切争议，任何一方有权将该等争议提交至深圳国际仲裁院，按照该委员会届时有效的仲裁规则进行仲裁。仲裁语言为中文，仲裁地点为深圳。仲裁裁决是终局的，对各方均具约束力。

6.3 除正在提交仲裁的部分外，本协议的其他部分应继续有效。本条款的有效性不受本协议是否变更、解除或终止的影响。

第七条　　费用和税款

本协议各方应各自承担其在拟定、谈判、签署和履行本协议列明的步骤所涉及的

和所发生的一切费用以及依法应由其缴纳的任何税款和法定收费（如有），包括适用中国法律及中国境外相关地区和国家法律的规定而应支付的税款和法定收费（如有）。

第八条　　协议的生效、变更和解除

8.1 本协议经各方适当签署后自文首所列签署之日起成立生效。本协议中未尽事宜，由各方协商解决并另行签订补充协议，补充协议与本协议是不可分割的整体。

8.2 本协议经各方一致同意后可以变更。本协议的任何变更需经各方共同签署书面文件。

8.3 发生任何下列情况之一时，任何一方均有权解除本协议：

(1)　由于不可抗力事件，致使本协议无法履行；或
(2)　本协议各方协商一致，并采取书面形式解除。

8.4 本协议被解除或终止后，本协议不再具有法律效力，但第三条（保密）、第六条（适用法律和争议解决）、第九条（其他）将不因本协议的终止而失效。本协议被解除或终止，并不豁免各方根据本协议第四条的约定而应承担的违约责任。

第九条　　其他

9.1 一方未能或延迟行使本协议项下的任何权利、权力或补救措施不应视为弃权，一次行使或部分行使有关权利、权力或补救措施不应排除进一步行使上述权利、权力或补救措施或者行使任何其他权利、权力或补救措施。在不限制上述规定的情况下，一方放弃追究任何其他方对某项规定的违约不应被视为其以后也将放弃追究对该项规定或任何其他规定的违约。

9.2 本协议任何条款若被法院或任何对本协议有司法管辖权的机构视为无效或无法强制执行，不应影响本协议其他条款的有效性，本协议各方应当在合法的范围内协商确定新的条款，以保证最大限度地实现原有条款的意图。

9.3 如未取得本协议其他方的事先书面同意，本协议任何一方均无权将其在本协议项下的任何权利或义务予以转让。

9.4 如各方为了就本次增资在主管登记机关办理相关的变更登记/备案手续而就本次增资提交不同于本协议的协议，该协议未有规定或与本协议规定不一致的，以本协议的约定为准。

9.5 本协议可分别签署和交付（包括通过传真或电子邮件）一份或多份副本，并由本协议各方分别签署。每一副本一经签署即应被视为正本，具有同等法律效力。各方不可撤销且无保留地同意，本协议各方可以通过电子签名或签名

章形式签署本协议；通过电子签名或签名章形式签署的，各方同意，不得仅基于本协议以电子签名或签名章形式签署而否认或不承认其法律效力、有效性及/或可执行性。

9.6 本协议中所包含之条款和段落标题及目录仅供参考，不应以任何方式对本协议的含义或解释产生任何影响。

（以下无正文

（本页无正文，为《关于深圳手回科技集团有限公司之增资协议》之签署页）

各方已于文首所示日期签署或通过其各自正式授权代表签署本协议，以昭信守。

深圳手回科技集团有限公司（盖章）

授权代表（签字/盖章）：_____

光耀

签字：_____

韩立炜

签字：_____

刘丽

签字：_____

深圳小雨伞投资管理合伙企业（有限合伙）（盖章）

授权代表（签字/盖章）：_____

（本页无正文，为《关于深圳手回科技集团有限公司之增资协议》之签署页）

各方已于文首所示日期签署或通过其各自正式授权代表签署本协议，以昭信守。

星闪科技有限公司 *For and on behalf of*
StarSpark Tech H.K. Limited
星閃科技有限公司

授权代表（签字/盖章）：_____
Authorized Signature(s)

SHARE SWAP AGREEMENT

THIS SHARE SWAP AGREEMENT (this "**Agreement**") is made on January 10, 2024 by and among:

(1) **Shouhui Tech Limited** 手回科技有限公司, an exempted company incorporated in the Cayman Islands with registered office at 89 Nexus Way, Camana Bay, Grand Cayman, KY1-9009, Cayman Islands ("**Shouhui Tech**" or the "**Vendor**");

(2) **StarReach Tech Limited,** a company incorporated in the British Virgin Islands with registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands ("**StarReach Tech**" or the "**Purchaser**"); and

(3) **StarSong Tech Limited,** a company incorporated in the British Virgin Islands with registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, British Virgin Islands ("**StarSong Tech**"), each a "**Party**" and together, the "**Parties**".

WHEREAS, StarReach Tech legally and beneficially owns one share of StarSong Tech, comprising the entire issued share capital of StarSong Tech; StarSong Tech legally and beneficially owns one share of StarSpark Tech H.K. Limited ("**StarSpark Tech**");

WHEREAS, the Parties intend to complete, or cause to be completed, a reorganization involving Shouhui Tech, StarReach Tech and StarSong Tech, for the purpose of the initial public offering of shares of Shouhui Tech on The Stock Exchange of Hong Kong Limited (the "**Listing**"), pursuant to which Shouhui Tech has agreed to allot and issue and StarReach Tech has agreed to subscribe 101,010 ordinary shares with a par value of US$0.00001 each in the share capital of Shouhui Tech, credited as fully paid and non-assessable, upon the terms and conditions contained in this Agreement;

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

1. PURCHASE AND SALE

1.1 On the terms and subject to the conditions set forth in this Agreement, the Vendor agrees to allot and issue, and the Purchaser agrees to subscribe for the Shares on the Completion Date.

"**Shares**" means 101,010 ordinary shares with a par value of US$0.00001 each in the share capital of Shouhui Tech, approximately 1.00% of Shouhui Tech.

1.2 The consideration for the subscription of the Shares shall be satisfied by a combination of (i) one share, with a par value of US$1.00 each, in the share capital of StarSong Tech, comprising the entire issued share capital of StarSong Tech (the "**Consideration Share**"); (ii) cash of RMB20,586, equivalent to the consideration payable by StarSpark Tech in respect of the subscription of 1% equity interest in Shenzhen Shouhui Chuangxiang Technology Co., Ltd.* (深圳手回創想科技有限公司) ("**Shouhui Chuangxian**") (the "**Shouhui Chuangxian Subscription Amount**"); and (iii) cash of RMB3,910,000, equivalent to the consideration payable by StarSpark Tech in respect of the subscription of 1% equity interest in Shenzhen Shouhui Technology Group Co., Ltd* (深圳手回科技集團有限公司) (the "**Shenzhen Shouhui Subscription Amount**", together with the Shouhui Chuangxian Subscription Amount, the "**Subscription Amount**")), the Shouhui Chuangxian Subscription Amount and the Shenzhen Shouhui Subscription Amount are expected to be fully settled no later than 5 February 2024 before Listing.

2. COMPLETION

2.1 Subject to the terms and conditions contained in this Agreement, the subscription of the Shares and the transfer of the Consideration Share contemplated hereby shall take place remotely via the exchange of documents and signatures within five (5) days after all the conditions set forth in Section 3 (the "**Conditions**") have been satisfied or waived (except for the Conditions that will be satisfied at the Completion, but nonetheless subject to the satisfaction or waiver thereof at the Completion) or at such other plake or on such other date as the Parties may mutually agree upon in writing (the "**Completion**", and such date of Completion, the "**Completion Date**").

2.2 On the Completion Date, the Vendor shall deliver to the Purchaser:

(a) a copy of the Vendor's updated register of members, reflecting the issuance of the Share to the Purchaser pursuant to Section 1; and

(b) to the extent not previously delivered, such documents, instruments and items required to be delivered in connection with the satisfaction of the applicable Conditions.

2.3 On the Completion Date, the Purchaser shall deliver to the Vendor:

(a) a copy of StarSong Tech's updated register of members, reflecting the transfer of the Consideration Share to the Vendor pursuant to Section 1; and

(b) to the extent not previously delivered, such documents, instruments and items required to be delivered in connection with the satisfaction of the applicable Conditions.

2.4 On the Completion Date, the Purchaser shall, at the sole option of the Vendor, deliver to the Vendor, make available to or to the order of the Vendor, the following documents as the Vendor may require:

(a) all statutory and minute books (which shall be written up to but not including the Completion Date), certificate of incorporaion, certificate of incorporation on change of name (if any), certificate of business registration (if any), memorandum and articles of association, common seal and rubber stamps of StarSong Tech; and

(b) all books and accounts and other records, title deeds, leases, tenancy agreements and other documents relating to any properties owned, leased and/or occupied by StarSong Tech (if any) and all other documents and records of StarSong Tech.

3. CONDITIONS

3.1 The obligation of the Purchaser to transfer and assign the Consideration Share to the Vendor hereunder is subject to the satisfaction of the following conditions as of the Completion:

(a) The representations and warranties of the Vendor in Section 5 hereof shall be true and correct on and as of the Completion Date with the same effect as though made at and as of such date;

(b) The Vendor shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by them prior to or on the Completion Date;

(c) The Vendor shall have obtained any and all consents, permits, approvals, registrations and waivers necessary or appropriate for consummation of the transactions contemplated herein; and

(d) The Vendor shall have delivered to the Purchaser true and complete copies of all resolutions adopted by the board of directors of the Vendor, authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby.

3.2 The obligation of the Vendor to allot and issue the Shares to the Purchaser hereunder is subject to the satisfaction of the following conditions as of the Completion:

(a) The representations and warranties of the Purchaser and StarSong Tech in Section 4 hereof shall be true and correct on and as of the Completion Date with the same effect as though made at and as of such date;

(b) The Vendor and StarSong Tech shall have performed and complied in all material respects with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or on the Completion Date;

(c) The Vendor and StarSong Tech shall have obtained any and all consents, permits, approvals, registrations and waivers necessary or appropriate for consummation of the transactions contemplated herein; and

(d) The Purchaser and StarSong Tech shall have delivered to the Purchaser true and complete copies of all resolutions adopted by the board of directors of the Purchaser and StarSong Tech, respectively, authorizing the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKING OF THE PURCHASER AND STARSONG TECH

4.1 Each of the Purchaser and StarSong Tech hereby warrants to the Vendor, as at the date of this Agreement and as at Completion, that:

(a) It has been duly incorporated or formed and is validly existing under the laws of its jurisdiction of formation and has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations under this Agreement, and to consummate the transactions contemplated under this Agreement. It has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations under this Agreement, and the consummation of the transactions contemplated under this Agreement. This Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

(b) The Consideration Share has been duly authorized, is validly issued, fully paid and non-assessable, and is owned of record and beneficially by the Purchaser, free and clear of all liens, pledges, security interests, charges, claims, encumbrances, agreements, options, voting trusts, proxies and other arrangements or restrictions of any kind ("**Encumbrances**"). The Consideration Share represents the entire issued share capital of StarSong Tech as of the date hereof. Upon consummation of the

transactions contemplated by this Agreement, the Vendor shall own the Consideration Share, free and clear of all Encumbrances, and StarSong Tech shall become a wholly owned subsidiary of the Vendor.

(c) The execution, delivery and performance by it of this Agreement do not conflict with, violate or result in the breach of, or create any Encumbrance on the Consideration Share pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which it is a party or is subject or by which the Consideration Share is bound.

(d) No governmental, administrative or other third party consents or approvals are required by or with respect to it in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated under this Agreement.

(e) There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of it, threatened (i) against or involving StarSong Tech; or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated under this Agreement.

(f) StarSong Tech is, and has been, in compliance in all material respects with any applicable law, regulation, ruling, judgement or decree of any governmental authority, and any statute, regulation, proclamation, ordinance or by-law in any jurisdiction, and is not under investigation or, has not been threatened to be charged with or given notice of any material violation of, any applicable law.

(g) StarSong Tech has no known liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

4.2 The Purchaser hereby undertakes to the Vendor that the Shouhui Chuangxian Subscription Amount and the Shenzhen Shouhui Subscription Amount will be fully settled on or before 5 February 2024, or any other dates as required by the applicable laws and regulations or as mutually agreed by the parties. For the avoidance of doubt, the Purchaser's payment obligation in respect of the Subscription Amount is not a condition to be satisfied or waived at or before the Completion (i.e. may be satisfied or waived after the Completion), and if StarSpark Tech settles, in part or in full, the consideration payable by it in respect of the subscription of 1% equity interest in Shouhui Chuangxiang separately with Shouhui Chuangxiang, the Purchaser shall not be obliged to pay such amount of the Shouhui Chuangxian Subscription Amount to the Vendor, and the Shouhui Chuangxian Subscription Amount shall be regarded as satisfied under this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby warrants to the Vendor, as at the date of this Agreement and as at Completion, that:

5.1 It has been duly incorporated or formed and is validly existing under the laws of its jurisdiction and has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations under this Agreement, and to consummate the transactions contemplated under this Agreement. It has obtained all necessary corporate approvals for the execution and delivery of this Agreement, the performance of its obligations under this Agreement, and the consummation of the transactions contemplated under this Agreement. This Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

5.2 The Shares, when issued and paid in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid, non-assessable, and free from any Encumbrance.

5.3 The execution, delivery and performance by it of this Agreement do not conflict with, violate or result in the breach of, or create any Encumbrance on the Shares pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which it is a party or is subject or by which the Shares are bound.

5.4 No governmental, administrative or other third party consents or approvals are required by or with respect to it in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated under this Agreement.

5.5 There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of it, threatened that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated under this Agreement.

6. TERMINATION

6.1 This Agreement may be terminated at any time prior to the Completion (a) by the mutual written consent of the Purchaser and the Vendor; or (b) by either the Purchaser or the Vendor if a breach of any provision of this Agreement has been committed by the other party and such breach has not been cured within thirty (30) days following receipt by the breaching party of written notice of such breach. Upon termination, all further obligations of the Parties under this Agreement shall terminate without liability of any Party to the other Parties to this Agreement, except that no such termination shall relieve any Party from liability for any fraud or willful breach of this Agreement.

7. SURVIVAL

All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Completion hereunder.

8. FURTHER ASSURANCE

At all times after the date of this Agreement, each of the Party shall execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

9. ASSIGNMENT

Unless otherwise agreed, no Party shall (nor shall it purport to, directly or indirectly) assign, transfer, charge, put in trust or otherwise deal with the benefit of all or any of its rights or interests under this Agreement without the prior written consent of all other Parties.

10. COSTS

Each Party shall bear and pay its own legal, accountancy, brokers' and other fees and expenses incurred in and incidental to the preparation, implementation or performance of this Agreement.

11. NOTICES

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees' pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

12. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

13. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

14. AMENDMENT AND MODIFICATION; WAIVER

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by the Parties. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. SEVERABILITY

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

17. THIRD PARTY RIGHTS

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement.

18. GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

18.1 **Governing law:** This Agreement shall be governed by and construed in accordance with the Law of Hong Kong.

"**Law**" means any and all national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including, any common law or case law), statutes, ordinances, legal codes, regulations or rules (including, any and all regulations, rules, orders, judgments, decrees, rulings, opinions, guidelines, measures, notices or circulars (in each case, whether formally published or not and to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences) of any administrative, governmental or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational).

18.2 **Arbitration:** Each Party agrees, on behalf of itself and as agent for its respective affiliates, that any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter, existence, negotiation, validity, invalidity, termination or enforceability (including non-contractual disputes or claims, and disputes or claims against each Party's affiliates) shall be referred to arbitration and finally settled under the Hong Kong International Arbitration Centre Administered Arbitration Rules (the "**Rules**") in force when the Notice of Arbitration is submitted in accordance with the Rules. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the Law of Hong Kong. The rights and obligations of the Parties to submit disputes to arbitration pursuant to this Clause shall survive the termination of this Agreement and the matters and arrangements referred to or contemplated in this Agreement. Any Party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to any arbitration commenced under this Clause.

18.3 **Submission to jurisdiction:** Subject to Clause 18.2, the taking of proceedings in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the Law of that jurisdiction.

18.4 **Waiver of objection to jurisdiction:** Each of the Parties irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of Clause 18 and any claim of forum non conveniens and further irrevocably agrees that a judgment in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

18.5 **Service of documents:** Each of the Parties irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 11.

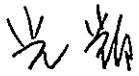
18.6 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Vendor have or can claim for itself or its assets, properties or

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 Vendor hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first above written.

Shouhui Tech Limited

By: 

Name: GUANG Yao

Title: Director

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first above written.

StarReach Tech Limited

By:

Name: Byron YE

Title: Sole Director

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the date first above written.

StarSong Tech Limited

By:

Name: Byron YE

Title: Sole Director

独家业务合作协议

本《独家业务合作协议》（下称"**本协议**"）由以下双方于2024年1月10日在中国深圳市签署。

甲方： **深圳手回创想科技有限公司**，系一家根据中国法律注册成立并合法存续的有限责任公司，注册地址为深圳市南山区粤海街道科技园区粤兴一道9号香港科技大学深圳产学研大楼313-6；

乙方：

1. **深圳手回科技集团有限公司**，系一家根据中国法律注册成立并合法存续的有限责任公司，注册地址为深圳市福田区梅林街道孖岭社区凯丰路10号翠林大厦20层01室；（"**手回集团**"）；

2. **小雨伞保险经纪有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为天津滨海高新区华苑产业区工华道2号天津国际珠宝城1号楼-2、4、5-402（"**小雨伞保险**"）；

3. **创信保险销售有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为深圳市福田区梅林街道孖岭社区凯丰路10号翠林大厦20层02室（"**创信保险**"）；

4. **手回健康科技（成都）有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为中国（四川）自由贸易试验区成都市高新区天府大道北段1700号3栋2单元1603B（"**成都手回**"）；以及

5. **韶关市百泓保险公估有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为韶关市武江区惠民南路2幢向阳大厦6楼607（"**百泓保险公估**"）。

甲方和乙方以下各称为"**一方**"，统称为"**双方**"。

鉴于：

1. 手回集团是一家在中国注册的有限责任公司，其经营范围"从事信息技术、电子产品的技术开发、技术咨询、技术服务、自有技术转让；在网上从事商贸活动（不含限制项目）；投资管理、投资咨询、投资顾问（以上均不含限制项目）；国内贸易（不含专营、专控、专卖商品）；股权投资；线上健身运动器材销售；提供医疗援助服务（不含诊疗）；医疗翻译服务；旅行援助联络服务；汽车援助联络服务；健康管理和咨询服务（不含诊疗）；从事广告业务（法律法规、国务院规定需另行办理广告经营审批的，需取得许可后方可经营）。（依法须经批准的项目，经相关部门批准后方可开

展经营活动）”，手回集团及其控制的子公司所经营并发展的所有业务活动以下合称“**主营业务**”；

2. 甲方同意利用其人力、技术和信息优势，在有效期内向乙方提供与乙方主营业务有关的技术服务、技术咨询及其他服务（具体范围见下文），乙方同意接受由甲方或其指定方（包括甲方之境外母公司或其直接或间接控制的子公司）独家提供按本协议条款的约定提供的该等服务；及

3. 甲方与乙方拟就甲方与乙方业务合作事宜签署本协议。

据此，甲方和乙方经协商一致，达成如下协议：

1. 甲方提供的服务

1.1 按照本协议条款和条件，乙方在此委任甲方在本协议有效期内作为乙方的独家服务提供商向乙方提供全面的技术服务、技术咨询及其他服务，具体内容包括所有在乙方营业范围内由甲方不时决定的全部或部分服务，包括但不限于与乙方主营业务相关的以下内容：业务支持、技术服务、网络支持、业务咨询、财务咨询、知识产权许可、场地租赁、市场咨询、营销和推广、产品研发和系统维护、企业管理顾问服务、相关人员的技术支持和专业培训及在中国法律允许的情况下，其他应乙方要求而不时提供的其他与上述相关的咨询和服务（下称“**服务**”）。

1.2 乙方同意接受甲方提供的咨询和服务。乙方进一步同意，除非经甲方事先书面同意，在本协议有效期内，就本协议约定事宜，乙方不得，且应促使其子公司不得，直接或间接地从接受任何第三方提供的与本协议相同或类似的任何咨询和/或服务，并且不得与任何第三方就本协议所述事项进行任何类似的合作。甲方可以指定其他方（该被指定方可以与乙方签署本协议第 1.4 条描述的全部或部分协议）为乙方提供本协议项下的咨询和/或服务。

1.3 为确保乙方满足日常经营中的现金流要求和（或）抵销其经营过程中产生的任何损失，无论乙方是否实际产生任何该等经营性损失，甲方可以自主决定向乙方提供财务支持（仅在中国法律允许的范围内）。甲方可以中国法律（定义见下文）允许的方式（包括贷款）向乙方提供财务支持，并应另行签署相关合同。

1.4 服务的提供方式

(1) 甲方和乙方同意在本协议有效期内双方可以直接或通过其各自具备提供相应服务能力及资源的关联方为甲方向乙方提供服务的目的签订其他技术服务协议和咨询服务协议，对特定服务的具体内容、方式、人员以及费用等进行约定。

(2) 为履行本协议，甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方签订知识产权（包括但不限于：软件、商标、专利、技术秘密）许可协议，该协议应允许乙方根据乙方的业务需要随时使用甲方的有关知识产权。

(3) 为履行本协议，甲方和乙方同意在本协议有效期内双方可以直接或通过其各自的关联方为甲方向乙方提供服务的目的而签订其他协议。

(4) 甲方可自主决定将本协议下应向乙方提供的全部或部分服务分包给具备提供相应服务能力及资源的第三方承担。

1.5 乙方特此向甲方授予一项不可撤销的排他性的购买权，根据该购买权，甲方可在中国法律允许的范围内，由甲方自行选择，按照届时中国法律允许的最低价格向乙方购买任何部分或全部资产和业务。届时双方将另行签订资产或业务转让合同，对该资产转让的条款和条件进行约定。

1.6 为了依据本协议提供服务的目的，甲方及乙方应及时沟通、交流各种与其业务及/或其客户有关的信息。

本协议中的甲方提供的服务具有排他性。对于目前已有的第三方向乙方提供的与甲方提供的服务相同或相类似的服务，经甲方书面认可的，乙方可继续履行；甲方不同意乙方继续履行的协议，乙方应立即与第三方解除该等协议并承担因解除该等协议而产生的任何费用和责任。对于乙方正在履行的其他合同或约定乙方义务的其他法律文件，乙方应继续履行，未经甲方书面同意，乙方不得擅自变更、修改或终止该等合同或法律文件。

1.7 为明确双方的权利和义务，并使前述服务约定能得以实际履行，双方同意，在中国法律许可的前提下：

(1) 乙方必须按照甲方于本协议第 1.1 条所提供的服务项下的意见或建议进行运营。

(2) 除甲方同意的乙方原董事、监事留任外，乙方将分别按照中国法律（包括任何中央或地方立法、行政或司法部门在本协议签署之前或之后所颁发的任何法律、法规、规则、通知、解释或其他具有约束力的文件，下称"**中国法律**"）规定的程序委任甲方推荐的人选担任乙方的董事，并在符合中国法律规定的前提下将委任由甲方推荐的受聘于甲方的高级管理人员作为其公司的总经理、财务总监及其他高级管理人员，负责监督乙方公司的业务及营运；在符合中国法律规定的前提下，除因退休、辞职、不能胜任或身故之原因外，除非取得甲方的事先书面同意，乙方不得以其他任何原因罢免经甲方推荐的公司董事/高级管理人员或变更公司董事/高级管理人员的委任/聘用条件。

(3) 乙方同意促成乙方董事及高级管理人员按照甲方的指示行使其根据法律法规及章程所拥有的职权。

(4) 甲方对乙方组织机构的进行设置和调整，并进行人力资源管理。

(5) 甲方有权以乙方的名义开展与服务相关的业务，乙方应当为甲方顺利开展该业务提供一切必要的支持和便利，包括但不限于向甲方出具提供有关服务所需的一切必要的授权书。

(6) 在符合中国法律规定的前提下，甲方有权定期及随时查核乙方的账目，而乙方应及时和准确地记帐、并按甲方要求向甲方提供其账目。在本协议有效期内，乙方同意配合甲方及甲方的股东（包括直接或间接）进行审计（包括但不限于关联交易审计及其它各类审计），向甲方、甲方股东（包括直接或间接）及/或其委托的审计师提供有关乙方的营运、业务、客户、财务、员工等相关信息和资料，并且同意甲方股东为满足证券监管的要求而披露该等信息和资料。

(7) 乙方同意将对乙方日常运营重要的相关证书及公章，包括乙方的营业执照、组织机构代码证（如有）、公章、合同章、财务专用章及法定代表人章，交由甲方推荐的并由乙方按照法定程序所委任的乙方董事、法定代表人、总经理、财务总监及其他高级管理人员保管。

2. 服务费的计算、支付方式、财务报表、审计和税务

2.1 就甲方依据本协议所提供的服务，在不违反中国法律强制性规定的前提下，在本协议有效期内，(a)手回集团、小雨伞保险、创信保险和成都手回应于每一财政年度结束后在弥补以前年度亏损（如需要）及扣除相应财务年度内发生的必要的成本、费用、税费及提取依法必须计提的法定公积金等之后，将其集团合并口径所得（包括以前财政年度的累计所得）相当于其全部的净利润，(b)百泓保险公估应于每一财政年度结束后在弥补以前年度亏损（如需要）及扣除相应财务年度内发生的必要的成本、费用、税费及提取依法必须计提的法定公积金等之后，将其集团合并口径所得（包括以前财政年度的累计所得）相当于其全部的净利润中直接或间接分割归属于成都手回的部分，作为服务费（下称"**服务费**"）全部支付给甲方；甲方有权认定上述的可扣除项目。该等服务费的额度应由甲方确定，其计算及调整应考虑包括但不限于如下因素，并且甲方有权在无需乙方同意的前提下仅依照其自主决定调整该等服务费：(a)甲方提供的技术难度以及提供的技术咨询和其他服务的复杂程度；(b)甲方技术人员提供该等软件开发、技术咨询及其他服务所需的时间；(c)甲方提供的软件开发、技术咨询和其他服务的具体内容和商业价值；(d)相同种类服务的市场价格。上述服务费应于每一财政年度结束甲方向乙方发出付款指示后，以汇款或双方认可的其它方式划入甲方指定的银行账户，甲方可不时更改该等付款指示。双方同意，上述服务费的支付原则上不应使任何一方当年经营发生困难，为上述目的，且在实现上述原则的限度内，甲方有权同意乙方延期付款，

以避免乙方的任何财务困难；甲方亦有权对服务费作出其认为合理的任何其他调整，但应提前书面通知乙方。

2.2 甲方同意，在本协议有效期间，甲方将享有及承担任何乙方业务产生的全部经济利益及风险；在任何乙方经营亏损或出现严重经营困难时，甲方将可以自主决定对其提供财务支持；在发生前述情形时，仅甲方有权决定乙方是否继续营运，乙方无条件认可并同意甲方上述决定。

2.3 乙方应于每个财政年度（下称"**前财政年度**"）结束后的 90 日或经甲方同意的其他时间内，向甲方提供乙方在前财政年度经审计的合并财务报表，该财务报表应当经由甲方批准的独立注册会计师审计；如果经审计的财务报表显示，前财政年度内乙方向甲方支付的服务费的总额有任何不足，乙方应在甲方或乙方发现差额之日起 5 个工作日内向甲方支付差额。

2.4 乙方应按照适用法律、一般认可的会计准则及商业惯例的要求编制符合甲方要求的财务报表。

2.5 经甲方提前通知，甲方及/或其指定审计师有权在乙方的主要办公地点审阅乙方的有关账册和记录并复印所需的该部分账册和记录，以便核实乙方的收入金额和报表的准确性。乙方应按照甲方的要求提供有关乙方营运、业务、客户、财务、员工等相关信息和资料，并同意甲方或其直接或间接股东可在必要时披露或公开该等信息和资料。

2.6 本协议双方由于执行本协议所产生的税收负担，由双方自行承担。

3. 陈述和保证

3.1 甲方陈述和保证如下：

(1) 甲方是按照中国法律合法注册并有效存续的一家公司，具有独立法人资格；具有完全、独立的法律地位和法律能力，并已获得适当的授权签署、交付并履行本协议，可以独立地作为一方诉讼主体。

(2) 甲方签署并履行本协议是在其法人资格及其业务运营范围之内，具备提供本协议约定的服务所需的许可、备案及资质；甲方已采取必要的公司行为和被获得适当授权并取得第三方和政府机构的同意及批准以完成本协议所述交易，并且不会违反对甲方有约束力或影响的法律或其他限制。

(3) 本协议于生效之日起构成甲方的合法、有效和有约束力的义务，依本协议之条款可强制执行。

(4) 不存在将影响甲方履行本协议项下义务的能力的、已经发生且尚未了结的诉讼、仲裁或其他司法或行政程序，而且据其所知无人威胁将采取上述行动。

(5) 甲方已经向乙方披露任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者使其资产或业务受到约束的文件，并且甲方此前提供给乙方的文件中没有对任何重要事实的不实陈述或者遗漏。

3.2 乙方分别且不连带地陈述和保证如下：

(1) 乙方是按照中国法律合法注册并有效存续的公司，具有独立法人资格；具有完全、独立的法律地位和法律能力，并已获得适当的授权签署、交付并履行本协议，可以独立地作为一方诉讼主体。

(2) 乙方接受甲方提供的服务，并不违反任何中国法律；乙方签署并履行本协议是在其法人资格及其业务运营范围之内；乙方已采取必要的公司行为和被赋予适当授权并取得第三方和政府机构的同意、批准或备案以完成本协议所述交易，并且将不违反对乙方有约束力或影响的法律或其他限制。

(3) 本协议于生效之日起构成乙方的合法、有效和有约束力的义务，并依本协议之条款可强制执行。

(4) 本合同签订时，乙方不存在将严重影响乙方履行本协议项下义务能力的、已经发生且尚未了结的诉讼、仲裁或其他司法或行政程序，而且据其所知无人威胁将采取上述行动。如因乙方的资产、业务或收入而发生的或可能发生任何诉讼、仲裁或其他司法或行政处罚，乙方应在知晓该等诉讼、仲裁或其他司法或行政处罚后立即通知甲方。

(5) 乙方已经向甲方披露任何可能对其全面履行其在本协议项下义务的能力造成重大不利影响的所有合同、政府批文、许可或者其资产或业务受到约束的文件，并且乙方此前提供给甲方的文件中没有对任何重要事实的不实陈述或者遗漏。

(6) 乙方按照本协议的约定，及时足额向甲方支付服务费，在服务期限内维持与乙方业务相关的许可和资质的持续有效性，在甲方为有效履行其在本协议下的职责和义务而必需从事的一切事务中，协助甲方、向甲方提供充分合作及积极配合甲方提供的服务，接受甲方就乙方业务提出的合理的意见和建议。

(7) 除乙方日常业务经营所需或单次处置价值人民币 300 万元以内的资产外，未经甲方事先书面同意，自本协议生效之日起，乙方不得出售、转让、抵押或以其他方式处置其任何资产、业务、经营权或收入的合法权益。

(8) 未经甲方事先书面同意，除正常经营过程中的合理开支外，乙方不得以任何名义向第三方支付任何费用，也不得豁免任何第三方的债务、或不得向任何第三方借出或借取贷款、或就第三方到期的债权进行延期，或提供保证或担保，或允许任何第三方在其资产或权益上设置任何其他担保权益。

(9) 除乙方日常业务经营所需或单笔小于人民币 300 万元的债务外，未经甲方事先书面同意，自本协议生效之日起，乙方不得发生、继承、保证或容许存在任何债务。

(10) 除乙方日常经营所需外，未经甲方事先书面同意，自本协议生效之日起，乙方不得签订任何重大合同（标的额大于人民币 300 万元）或签订任何与本协议相冲突或可能损害甲方在本协议下权益的任何其他合同、协议或安排。

(11) 乙方不得以作为或不作为的方式导致乙方与甲方之间产生利益冲突。如产生该等利益冲突（甲方有权单方决定该等利益冲突是否产生），则乙方应在甲方或其被指定人同意的前提下尽可能及时采取措施消除。

(12) 未经甲方事先书面同意，自本协议生效之日起，乙方不得与任何第三方合并、兼并或组成联合实体，投资或收购任何第三方或被投资、收购或控制，增加或减少其注册资本，或以其他方式改变公司形式或其注册资本结构或接受现有股东或第三方对乙方的投资或增资，或进行清算、解散。

(13) 在相关中国法律允许的前提下，乙方将委任甲方推荐的人选担任其董事；除非取得甲方的事先书面同意或有法定理由，乙方不得以其他任何原因拒绝委任甲方推荐的人选。

(14) 及时向甲方告知对其业务及其经营产生或可能产生重大不利影响的情形，并尽最大努力防止该等情形的发生和/或损失的扩大。

(15) 未经甲方事先书面同意，乙方不得修改章程，或改变主营业务，或对业务经营范围、模式、盈利模式、市场营销策略、经营方针或客户关系作出重大调整。

(16) 未经甲方事先书面同意，乙方不得与任何第三方订立合伙或合资经营或利润分享的安排，或其他以使用费、服务费或顾问费等形式转移利益或实现利润分享的安排。

(17) 应甲方的不时请求，乙方应向甲方提供关于乙方经营管理和财务状况的信息。

(18) 未经甲方事先书面同意，乙方及其下属子公司不得进行任何对外投资，或以任何形式宣派或进行红利、股息的分配，但一经甲方要求，乙方应立即将其可分配利润全部立即分配给各股东。

(19) 向甲方提供其认为提供本协议项下服务所需或有用的任何技术或其他资料，并允许甲方使用其认为提供本协议项下服务所需或有用的乙方有关设施、资料或信息。

(20) 未经甲方事先书面同意，乙方不得变更、撤换或罢免其任何董事。

(21) 对乙方的会计方法进行重大变更；聘用或变更乙方的审计师。

(22) 当乙方因各种原因进行清算或解散时，乙方将促使在中国法律允许的范围内委任甲方推荐的人员组成清算组，管理乙方的财产，乙方应在中国法律许可的范围内，按中国法律允许的最低价格将其所持有的全部或部分资产出售予甲方或甲方指定的其他适格主体。乙方在届时有效的中国法适用范围内豁免甲方或其指定之适格主体因此而产生的任何支付义务；任何该交易产生之收益应在届时有效的中国法适用的范围内，作为本协议之服务费的一部分而支付予甲方或甲方指定的适格主体。

3.3 在乙方的注册股东发生离世、丧失行为能力、离婚、继承、破产或其他可能影响其持有乙方股权的情况下，注册股东的承继主体、当时持有乙方股权的股东、受让人、债权人等可能因此取得乙方股权或相关权利的人，不能影响或阻碍本协议的履行，因此取得乙方股权或相关权利的人将被视为本协议的签署一方，继承/承担其在本协议下的所有权利与义务。

甲、乙双方分别向另一方保证，一旦中国法律允许甲方可以直接持有且甲方决定持有乙方的股权并且甲方及/或其子公司、分公司可以合法从事乙方的业务，双方将立即解除本协议。

3.4 对所有因履行本协议或管理和运营而产生的任何知识产权（包括但不限于著作权、专利权、商标权、技术秘密、商业机密及其他知识产权），无论是由甲方自行开发或由乙方基于甲方的知识产权或甲方基于乙方的知识产权开发的，甲方均享有独占和排他的权利和权

益，甲方可通过授权许可的方式许可乙方及其附属公司使用，乙方不得向甲方主张任何权利、所有权、权益和知识产权。除非经甲方明确授权，对于甲方为提供本协议下的服务而使用的属于甲方的知识产权，乙方不享有任何权益。乙方应签署所有适当的文件，采取所有适当的行动，递交所有的文件和/或申请，提供所有适当的协助，以及做出所有其他依据甲方的自行决定认为是必要的行为，以将任何对该等知识产权和无形资产的所有权及其他权利和利益赋予甲方，和/或完善对甲方此等知识产权权利和无形资产的保护（包括但不限于将该知识产权权利和无形资产登记在甲方名下）。

乙方及其下属子公司同意将截至本协议签署日已经拥有的商标、专利、软件著作权、美术作品著作权、域名等知识产权授权给甲方使用。甲方有权无偿使用该等乙方知识产权。

但若开发是甲方基于乙方的知识产权进行的，则乙方须保证该知识产权不存在任何瑕疵，否则造成甲方损失的，应由乙方承担。如甲方由此承担向任何第三人的赔偿责任，在作出该等赔偿后，甲方有权就其全部损失向乙方进行追偿。

4. 生效和有效期

本协议应于双方签署本协议之日生效且长期有效，除非按本协议第 5.1 条的约定被终止。乙方承诺将尽最大努力协助甲方符合香港联合交易所有限公司（下称“**香港联交所**”）的上市规则的要求（包括但不限于同意对本协议做出任何甲方要求的修改）并按本协议的约定保持本协议的有效性。

5. 终止

5.1 本协议按下述约定或情况终止：

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

(b) 乙方相关资产已根据甲乙双方及手回集团的现有股东于本协议签署之日签订的《独家购买权协议》（包括不时之修订）依法全部有效地转让给甲方有效之日；或

(c) 一旦中国法律允许甲方可以直接持有乙方的股权并且甲方及其子公司、分公司可以合法从事乙方的业务，在被购买的股权（定义见独家购买权协议）全部转让给甲方和/或被指定人之日（以工商变更登记完成之日为准）。

5.2 本协议有效期内，乙方不得单方解除本协议。

5.3 在本协议终止之后，双方在第 6、7、8、10、11、16.3 条项下的权利和义务应继续有效。

5.4 本协议由于任何原因提前终止并不免除任何一方在本协议终止日前到期的本协议项下所有付款义务（包括但不限于服务费），也不免除本协议终止前发生的任何违约责任。本协议终止前所产生的应付服务费乙方应在本协议终止之日起十五（15）个工作日内支付给甲方。

6. 保密条款

6.1 乙方同意对由于接受甲方的独家咨询和服务从而了解或接触到的机密资料和信息(下称"**保密信息**")，尽力采取各种合理的保密措施予以保密；非经甲方事先书面同意，乙方不得向任何第三方泄露、给予或转让该等保密信息。一旦本协议终止，乙方应将载有保密信息的任何文件、资料或软件，按独资公司要求归还甲方，或自行予以销毁，并从任何有关记忆装置中删除任何保密信息，并且不得继续使用这些保密信息。

6.2 双方同意，不论本协议是否变更、解除或终止，本条款将持续有效。

7. 违约责任

7.1 除本协议其他条款另有规定外，如果一方（下称"**违约方**"）未履行其在本协议项下某项义务或以其他方式违反本协议，则其他方（下称"**受损害方**"）可以：(a)向违约方发出书面通知，说明违约的性质以及范围，并且要求违约方在通知中规定的合理期限内自费予以补救（下称"**补救期**"）；并且如果违约方未在补救期内予以补救，则受损害方有权要求违约方承担因其违约行为所导致的一切责任，并且赔偿因其违约行为给受损害方造成的一切实际经济损失，包括但不限于因与该等违约事项相关的诉讼或仲裁程序而产生的律师费用、诉讼或仲裁费用，此外受损害方有权要求违约方强制履行本协议项下的义务，受损害方还有权请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行；(b)要求违约方承担因其违约行为所导致的一切责任，并给予全部的损害赔偿；或(c)按照甲方、手回集团及手回集团的现有股东于本协议签署之日签订的《股权质押协议》的约定以质押股权折价，拍卖或者变卖，并以折价、拍卖或者变卖的价款优先受偿，并要求违约方承担由此造成的全部损失。受损害方行使前述救济权利并不影响其依据本协议的约定和法律规定行使其他救济权利。

7.2 双方同意并确认，除中国法律另有强制性规定，若甲方为违约方，受损害方应豁免甲方的损害赔偿义务，且除非法律另有规定，受损害方在任何情况均无任何权利终止或解除本协议。

8. 管辖法律、争议解决和法律变更

8.1 本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国法律管辖。

8.2 如果因解释和履行本协议的规定发生任何争议，双方应诚意协商解决争议。如果在任何一方要求通过协商解决争议后三十（30）天之内双方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给深圳国际仲裁院按照其届时有效的仲裁规则在深圳进行仲裁，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对双方均有约束力。仲裁机构或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对乙方之股权权益、资产（包括但不限于物业权益）裁定赔偿或抵偿甲方因本协议其他方当事人的违约行为而对甲方造成的损失、就有关业务或强制性的资产转移裁定强制救济措施和针对乙方的清算令。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。香港、开曼群岛或其他具有管辖权（包括乙方住所所在地的法院、或乙方或甲方主要资产所在地的法院应被视为具有管辖权）的法庭同样有权授予或执行仲裁庭的裁决并对于乙方的股权权益、资产或物业权益有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。

8.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议双方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

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

9. 不可抗力

9.1 “不可抗力”指无法预见、无法避免并且无法克服的，使得本协议一方部分或者完全不能履行本协议的事件。这类事件包括但不限于地震、台风、洪水、水灾、战争、罢工、暴动。

9.2 如果发生不可抗力事件，一方在本协议项下受不可抗力影响的义务在不可抗力造成的延误期间自动中止，并且其履行期限应自动延长，延长期间为中止的期间，该方无须为此遭受惩罚或承担责任。发生不可抗力，双方应立即进行磋商，寻求一项公正的解决方案，并且要尽一切合理努力将不可抗力的影响降至最小。

10. 补偿

对于甲方应乙方要求而提供的咨询和服务所产生或引起的针对甲方的任何诉讼、索赔或其他要求所招致的任何损失、损害、责任或费用，乙方均应补偿给甲方，并使甲方不受损害，除非该等损失、损害、责任或费用是因甲方的重大过失或故意的不当行为而产生的。

11. 通知

11.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务发到该等一方之地址。每份通知还应再以电子邮件发送一份确认件。通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于发送或拒收之日有效送达。

11.2 任何一方均可按本条条款通过向另一方发出通知随时更改其通知的收件地址、电话及/或电邮地址。

12. 转让

12.1 未经甲方的事先书面同意，乙方不得将其在本协议项下的权利和义务转让给任何第三方。

12.2 乙方同意，甲方可以通过向乙方发出事先书面通知来向任何第三方转让其在本协议项下的权利和义务，而无需经过乙方的同意。

12.3 本协议对本协议双方以及该方合法的继受者和受让人（无论该等继承或受让是由收购、重组、继承、转让或其他原因导致）具有法律约束力。

13. 可分割性

如果本协议有一条或多条规定根据任何法律或法规或香港联交所证券上市规则在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。双方应通过诚意磋商，争取在法律许可以及双方期望的最大限度内以有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

14. 修改和补充

14.1 对本协议作出的任何修改和补充均应为书面的。双方签署的与本协议有关的修改协议和补充协议应是本协议不可分割的组成部分，并应具有与本协议同等的法律效力。如本协议的任何修改或补充依法需要获得任何政府机构的许可和/或向任何政府机构办理登记或备案手续，双方应依法获得该等许可和/或完成该等登记或备案手续。

14.2 如香港联交所或其他监管机构对本协议提出任何修改意见，或根据香港联交所证券上市规则或其他相关规定、规则、守则、指引要求而须修改本协议或任何本协议项下的安排，双方应据此对本协议进行修订。

15. 文本

本协议一式多份，每一方各持一份，具有同等的法律效力。

16. 其他

16.1 除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议双方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

16.2 本协议对双方各自的继任者和该等双方所允许的受让方应具有约束力。

16.3 任何一方均可以对本协议中其享有的权利作出弃权，但该等弃权必须经书面作出并须经双方签字。任何一方在某种情况下就其他方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

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

[以下无正文]

（本页无正文，为《独家业务合作协议》签署页）

兹此为证，本独家业务合作协议由双方于文首之日期及地点签署。

深圳手回创想科技有限公司（盖章）

法定代表人签字：

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创信保险销售有限公司（盖章）

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手回健康科技（成都）有限公司（盖章）

法定代表人签字：

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兹此为证，本独家业务合作协议由双方于文首之日期及地点签署。

韶关市百泓保险公估有限公司（盖章）

法定代表人签字：

独家购买权协议

本《独家购买权协议》（下称“**本协议**”）由以下各方于2024年1月10日在中国深圳市签订：

甲方：

深圳手回创想科技有限公司，系一家根据中国法律注册成立并合法存续的外商独资企业，注册地址为深圳市南山区粤海街道科技园区粤兴一道9号香港科技大学深圳产学研大楼313-6。

乙方：

1. **光耀**，中国公民，居民身份证号为142424198411192310；
2. **韩立炜**，中国公民，居民身份证号为61030219840801051X；
3. **刘丽**，中国公民，居民身份证号为430181198406030024；
4. **深圳小雨伞投资管理合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为深圳市南山区粤海街道科技园高新区南区粤兴一道9号香港科技大学深圳产学研大楼313-4、5、6。

丙方：

1. **深圳手回科技集团有限公司**，一家依照中国法律成立和存续的有限责任公司，其注册地址为深圳市福田区梅林街道孖岭社区凯丰路10号翠林大厦20层01室（“**手回集团**”）；
2. **小雨伞保险经纪有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为天津滨海高新区华苑产业区工华道2号天津国际珠宝城1号楼-2、4、5-402（“**小雨伞保险**”）；
3. **创信保险销售有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为深圳市福田区梅林街道孖岭社区凯丰路10号翠林大厦20层02室（“**创信保险**”）；
4. **手回健康科技（成都）有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为中国（四川）自由贸易试验区成都市高新区天府大道北段1700号3栋2单元1603B（“**成都手回**”）；以及

5. **韶关市百泓保险公估有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为韶关市武江区惠民南路2幢向阳大厦6楼607（"**百泓保险公估**"）。

在本协议中，甲方、乙方和丙方以下各称"**一方**"，合称"**各方**"。

鉴于：

1 截至本协议签署之日，乙方为手回集团股东，合计持有手回集团75.1%的股权权益；

2 乙方及丙方分别有意授予甲方（或其指定方）一项购买乙方所持有的手回集团全部或部分股权及手回集团全部或部分资产的不可撤销的、专有的选择权，手回集团所持有的小雨伞保险、创信保险和成都手回全部或部分股权及小雨伞保险、创信保险和成都手回全部或部分资产的不可撤销的、专有的选择权，以及成都手回所持有的百泓保险公估全部或部分股权及百泓保险公估全部或部分资产中直接或间接分割归属于成都手回部分的不可撤销的、专有的选择权；

3 甲方与乙方、丙方拟就乙方及丙方授予甲方独家购买权事宜签署本协议。

现各方协商一致，达成如下协议：

1. 股权及资产买卖

1.1 授予权利

乙方分别及共同同意，在此不可撤销地、无条件地授予甲方在中国法律（包括任何中央或地方立法、行政或司法部门在本协议签署之前或之后所颁发的任何法律、法规、规则、通知、解释或其他具有约束力的文件，下称"**中国法律**"）允许的前提下，在本协议有效期内，按照甲方自行决定的行使步骤，并按照本协议第1.3条所述的价格，随时一次或多次从乙方中的任何一位、多位或全部购买或使得指定方（下称为"**被指定人**"，包括甲方之境外母公司或其直接或间接控制的子公司）从乙方购买其届时所持有的手回集团的全部或部分股权的一项不可撤销的、专有的选择权（下称"**股权购买权**"）。手回集团特此同意乙方向甲方授予股权购买权。手回集团在此不可撤销地、无条件地授予甲方在中国法律允许的前提下，在本协议的有效期内，按照甲方自行决定的行使步骤，并按照本协议第1.3条所述的价格，随时一次或多次从手回集团购买或使得被指定人从手回集团购买其全部或部分资产中直接或间接分割归属于乙方部分的一项不可撤销的、独

家专有的选择权（下称"**资产购买权**"，与股权购买权合称"**购买权**"）。乙方特此同意手回集团向甲方授予资产购买权。

手回集团同意，在此不可撤销地、无条件地授予甲方在中国法律允许的前提下，在本协议有效期内，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从手回集团购买或使得被指定人从手回集团购买其届时所持有的小雨伞保险、创信保险和成都手回的全部或部分股权的股权购买权。小雨伞保险、创信保险和成都手回特此同意手回集团向甲方授予股权购买权。小雨伞保险、创信保险和成都手回在此不可撤销地、无条件地授予甲方在中国法律允许的前提下，在本协议的有效期内，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从小雨伞保险、创信保险和成都手回购买或使得被指定人从小雨伞保险、创信保险和成都手回购买其全部或部分资产的资产购买权。手回集团特此同意小雨伞保险、创信保险和成都手回向甲方授予资产购买权。

成都手回同意，在此不可撤销地、无条件地授予甲方在中国法律允许的前提下，在本协议有效期内，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从成都手回购买或使得被指定人从成都手回购买其届时所持有的百泓保险公估的全部或部分股权的股权购买权。百泓保险公估特此同意成都手回向甲方授予股权购买权。百泓保险公估在此不可撤销地、无条件地授予甲方在中国法律允许的前提下，在本协议的有效期内，按照甲方自行决定的行使步骤，并按照本协议第 1.3 条所述的价格，随时一次或多次从百泓保险公估购买或使得被指定人从百泓保险公估购买其全部或部分资产中直接或间接分割归属于成都手回部分的资产购买权。成都手回特此同意百泓保险公估向甲方授予资产购买权。

除甲方和被指定人外，任何第三人均不得享有购买权或其他与乙方持有手回集团股权、手回集团持有小雨伞保险、创信保险和成都手回股权、成都手回持有百泓保险公估股权及丙方资产有关的权利，但经甲方事先书面同意的除外。本款及本协议所规定的"**人**"指个人、公司、合营企业、合伙、企业、信托或非公司组织。

各方确认并同意，若乙方中的自然人（如适用）因离世或丧失行为能力、离婚、继承、或乙方中的法人（如适用）因终止、解散、破产等任何原因导致乙方所持的手回集团股权出现变动，则(a)本协议及本协议各方签署的其他控制协议项下的权利、义务及责任继续对其继任人或承继主体具有法律约束力；(b)任何相关债务安排、重组协议及乙方（包括其关联方）订立任何形式的其他法律文件中涉及与丙方利益（包括但不限于股权、债权、资产等）相关的处置，均应以本协议内容为准，但经甲方事先书面同意的除外。

1.2 行使步骤

甲方行使其购买权以符合中国法律的规定为前提。甲方拥有绝对的自由裁量权来决定行使其独家购买权的具体时间、方式及次数。甲方根据第 1.1 条行使购买权时，应向乙方和/或丙方发出书面通知（下称"**股权购买通知**"或"**资产购买通知**"），股权购买通知和/或资产购买通知应载明以下事项：(a)甲方关于行使购买权的决定；(b)甲方和/或被指定人拟从乙方和/或丙方购买的股权（下称"**被购买的股权**"）和/或甲方和/或被指定人拟从丙方购买的资产（下称"**被购买的资产**"）；和(c)被购买的股权和/或被购买的资产的购买日/转让日。乙方和/或丙方在收到股权购买通知和/或资产购买通知后，应依据该通知按本协议第 1.4 条所述方式将被购买的股权和/或被购买的资产全部转给甲方和/或被指定人。

1.3 购买价及其支付

当甲方根据本协议决定行使购买权时，被购买的股权和/或被购买的资产的购买价（下称"**购买价**"）应为名义价格，但若相关政府部门或中国法律要求购买价为其他价格，则购买价应为符合该要求的最低价格。但无论如何，在符合当时中国法律的规定和要求的前提下，甲方和/或被指定人以该任何价格支付给乙方和/或丙方的价款均应由乙方和/或丙方返还甲方。如届时中国法律不允许该等返还，则乙方及丙方承诺将以托管的形式为甲方和/或被指定人托管该等款项，并配合甲方和/或被指定人签署托管协议或其他相关法律文件。在依据中国法律对购买价进行必要的税务代扣代缴以后，购买价由甲方和/或被指定人在被购买的股权和/或被购买的资产正式转让至甲方和/或被指定人名下之日起七（7）日内支付至乙方和/或丙方指定的账户。

甲、乙双方分别向另一方保证，一旦中国法律允许甲方可以直接持有丙方的股权并且丙方可以合法从事其业务，甲方有权立即行使本协议项下的全部独家购买权。

1.4 转让被购买的股权和/或被购买的资产

甲方每次行使购买权时：

1.4.1 丙方应当，且乙方应配合丙方及时召开股东会会议，在该会议上，应通过批准乙方和/或丙方向甲方和/或被指定人转让被购买的股权和/或被购买的资产的决议；

1.4.2 乙方和/或丙方应与甲方和/或（在适用的情况下）被指定人按照本协议及股权购买通知和/或资产购买通知的规定，就每次转让签订股权转让合同和/或资产转让合同及其他相关法律文件；

1.4.3 有关各方应签署所有其他必要合同、协议或文件（包括但不限于丙方公司章程修正案），取得全部必要的内部批准、授权、政府批准、执照、同意和许可（包括但不限于丙方的营业执照），并采取所有必要行动，在不附带任何担保权益的情况下，将被购买的股权和/或被购买的资产的有效所有权转移给甲方和/或被指定人并促使甲方和/或被指定人成为被购买的股权的登记在册所有人（以完成相应工商登记为准）或被购买的资产的所有人。为本款及本协议的目的，"**担保权益**"包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权保留或其他担保安排等；但为了明确起见，不包括在本协议及股权质押协议项下产生的任何担保权益。本款及本协议所规定的"**股权质押协议**"指甲方、乙方和手回集团于本协议签署之日签订的《股权质押协议》，根据股权质押协议，乙方为担保丙方能履行丙方与甲方于本协议签署之日签订的《独家业务合作协议》（下称"**业务合作协议**"）、各方于本协议签署之日签署的《股东表决权委托协议》及乙方和/或丙方于本协议签署之日出具的授权委托书、本协议项下的义务，而向甲方质押其所持有的丙方全部股权。

2. 承诺

2.1 有关乙方或丙方的承诺

乙方（作为手回集团的股东）和丙方在此分别且不连带的不可撤销地承诺：

2.1.1 未经甲方的事先书面同意，不以任何形式补充、更改或修订丙方章程和规章，增加或减少其注册资本，或以其他方式改变其注册资本结构，不得做出任何分立、解散或任何变更丙方公司形式的行为；

2.1.2 按照良好的财务和商业标准及惯例，保持丙方的存续，审慎地及有效地经营其业务和处理其事务，并且促使丙方履行其在业务合作协议项下的义务；

2.1.3 除丙方正常经营所需外，未经甲方的事先书面同意，不在本协议生效之日起的任何时间出售、转让、抵押或以其他方式处置其价值在人民币 300 万元以上丙方的任何资产（有形资产或无形资产）、业务或收入的合法权益，或允许在其上设置任何担保权益的产权负担；

2.1.4 不得终止或促使管理层终止签订的任何交易协议（定义见股权质押协议），或签订任何与现有交易协议相冲突的任何协议；

2.1.5 除非中国法律强制要求，未经甲方书面同意，丙方不得解散或清算；在如 3.2(d)条所描述的法定清算后，乙方应将持有丙方股权而收到的剩余财产分配所得，及时全部无偿交付甲方。如中国法律禁止该

等支付，乙方将在中国法律许可的情形下向甲方或甲方指定的一方支付该收入；

2.1.6 未经甲方的事先书面同意，丙方不得发生、继承、保证或允许存在任何债务，但(i)在正常业务过程中产生的债务；和(ii)已向甲方披露并得到甲方书面同意的债务除外；

2.1.7 一直在正常业务过程中经营丙方的所有业务，以保持丙方的资产价值，且甲方董事会（若未设董事会，则此处指执行董事，下同）对丙方的资产有权进行监管并评估是否对丙方的资产拥有控制权，如甲方董事会认为丙方的经营活动影响其资产的价值或影响董事会对丙方资产的控制权，则甲方将聘请法律顾问或其他专业人员处理该等问题；

2.1.8 除丙方正常经营所需外，未经甲方的事先书面同意，不得促使丙方签订任何重大合同，但在正常业务过程中签订的合同及丙方与甲方境外母公司或其境外母公司直接或间接控制的子公司签订的合同除外（就本段而言，如果一份合同的价值超过人民币 300 万元，即被视为重大合同）；

2.1.9 未经甲方的事先书面同意，不得促使丙方向任何人提供贷款、财务资助或抵押、质押等任何形式的担保，或容许第三方在其资产或股权上设置抵押或质押；

2.1.10 应甲方的要求，定时向其提供所有关于丙方的营运和财务状况的资料；

2.1.11 应按甲方的要求从甲方接受的保险公司处购买和持有有关丙方资产和业务的保险，该保险的金额和险种应与在中国境内经营类似业务和拥有类似财产或资产的公司通常投保的金额和险种一致或具有同等效果；

2.1.12 未经甲方的事先书面同意，不得促使或允许丙方与任何人合并、合伙、合资或联合，或对任何人进行收购或投资；

2.1.13 应将发生的或可能发生的与丙方资产、业务或收入有关的任何诉讼、仲裁或行政程序立即通知甲方，并根据甲方的合理要求采取必要措施，且仅在经甲方事先书面同意后，方可就该等程序达成和解；

2.1.14 为保持丙方对其所有资产的所有权，应签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的申诉或对所有索偿进行必要和适当的抗辩；

2.1.15 未经甲方事先书面同意，应确保丙方不得以任何形式派发红利、股息、可分配利益和/或任何资产和所持股权产生的其他收益，予其股东，但一经甲方书面要求，丙方应立即将所有可分配利润分配给其股东；

2.1.16 应甲方的要求，委任由其指定的一方担任丙方的董事、监事及/或高级管理人员以及/或者罢免在任的丙方的董事、监事及/或高级管理人员并履行相关全部决议及备案程序；甲方有权要求乙方及丙方对上述人员作出更换；

2.1.17 若由于丙方的任何股东或丙方未能履行其于适用法律项下的纳税义务，导致甲方行使购买权受阻，甲方有权要求丙方或其股东履行该纳税义务，或要求丙方或其股东支付该税金给甲方，由甲方代为支付；及

2.1.18 就本第 2.1 条项下适用于丙方的承诺，乙方和丙方应促使丙方的下属子公司在适用的情况下同样遵守该等承诺，就如同该等子公司为相应条款项下的丙方一样。

2.2 乙方的承诺

乙方在此分别且不连带的不可撤销地承诺：

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

2.2.2 未经甲方的事先书面同意，乙方自本协议生效之日起不得出售、转让、抵押或以其他方式处置其拥有的手回集团的股权的任何合法或受益权益，或允许在其上设置任何担保权益的产权负担，但根据股权质押协议在手回集团股权上设置的质押则除外；

2.2.3 乙方应按照良好的财务和商业标准及惯例，保持丙方的存续；

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

2.2.5 任何乙方均不得以任何方式直接或间接参与、从事与丙方及其控制的子公司业务存在或可能存在竞争的业务，或受聘于经营与丙方及其控制的子公司业务存在或可能存在竞争业务的相关实体或持有该等实体的权益、资产，甲方有权最终决定乙方是否存在或可能存在上述情形；

2.2.6 乙方不得要求手回集团就乙方拥有的手回集团股权进行分红或其他形式的利润分配，不得提起与此相关的股东会决议事项、不得对该等股东会决议事项投赞同票。无论如何，如乙方收到任何手回集团的收益、利润分配、分红，乙方应在中国法律允许的范围内，放弃收取该等收益、利润分配、分红，并立即向甲方或甲方指定的一方支付或转账该等利润、利润分配、分红；

2.2.7 乙方应促使手回集团股东会和/或董事会不批准在未经甲方的事先书面同意的情况下，出售、转让、抵押或以其他方式处置乙方拥有的手回集团的股权的任何合法或受益权益，或允许在其上设置任何担保权益的产权负担，但根据股权质押协议在手回集团股权上设置的质押则除外；

2.2.8 乙方应促使手回集团股东会和/或董事会不批准在未经甲方的事先书面同意的情况下，手回集团与任何人合并、合伙、合资或联合，或对任何人进行收购或投资、或手回集团分立、公司章程修改、注册资本的变更或公司形式的变更；

2.2.9 乙方应将发生的或可能发生的关于其拥有的手回集团的股权的任何诉讼、仲裁或行政程序立即通知甲方，并根据甲方的合理要求采取一切必要措施，且仅在经甲方事先书面同意后，方可就该等程序达成和解；

2.2.10 乙方应促使手回集团股东会和/或董事会表决同意本协议规定的被购买的股权和/或被购买的资产的转让并采取甲方可能要求的任何及所有其他行动；

2.2.11 应甲方随时要求，乙方和/或丙方应根据本协议项下的购买权向甲方或被指定人立即和无条件地转让其在丙方的股权和/或资产，并且乙方在此放弃其对由丙方的其他股东进行股权转让的优先购买权（如有）；

2.2.12 乙方应严格遵守本协议及乙方、丙方与甲方共同或分别签订的其他合同（包括但不限于股权质押协议及业务合作协议）的规定，履行本协议及上述该等其他合同项下的义务，并不进行可能影响其有效性和可强制执行性的任何作为/不作为。如果乙方对于本协议项下或股权质押协议项下或以甲方为受益人而授予的授权委托书项下

的股权拥有任何剩余权利，除非根据甲方书面指示，否则乙方不得行使该等权利；

2.2.13 如在手回集团解散之前，甲方（或被指定人）已向乙方支付股权购买价、但有关工商变更尚未完成，则在手回集团解散之时或之后，乙方应将持有手回集团股权而收到的剩余财产分配所得，及时全部无偿交付甲方（或被指定人），在此情况下，乙方不得对有关剩余财产分配所得主张任何权利（按甲方指示而行使者除外）；

2.2.14 对于其转让被购买的股权和/或被购买的资产而向甲方收取的价格，在符合当时中国法律的规定和要求的前提下，其同意按照扣除法定税费后的实际所得无偿返还给甲方；

2.2.15 同意签署一份令甲方满意的不可撤销的授权委托书，将其作为手回集团股东的全部权利授权给甲方或由甲方指定的人按照中国法律及公司章程代为行使。

3. 陈述和保证

3.1 乙方特此在本协议生效之日和被购买的股权和被购买的资产的每一个转让日向甲方分别且不连带地陈述和保证如下：

(a) 其具有授权签订和交付本协议和其为一方的、关于在其项下将被转让的被购买的股权和/或被购买的资产的任何转让合同（各称为"转让合同"），并履行其在本协议和任何转让合同项下的义务的权力和能力。乙方同意在甲方行使购买权时，签署与本协议条款一致的转让合同。本协议和其是一方的转让合同自生效后及构成或将构成其合法、有效及具有约束力的义务并应按照其条款针对其可强制执行；

(b) 乙方对其在手回集团拥有的股权拥有良好和可出售的所有权。除股权质押协议外，乙方在该等股权上没有设置任何担保权益；

3.2 丙方特此在本协议生效之日和被购买的股权和被购买的资产的每一个转让日向甲方分别且不连带地陈述和保证如下；

(a) 其具有授权签订和交付本协议和其为一方的、关于在其项下将被转让的被购买的股权和/或被购买的资产的任何转让合同（各称为"转让合同"），并履行其在本协议和任何转让合同项下的义务的权力和能力。丙方同意在甲方行使购买权时，签署与本协议条款一致的转让合同。本协议和其是一方的转让合同自生效后及构成或将构成其合法、有效及具有约束力的义务并应按照其条款针对其可强制执行；

(b) 丙方对其所有资产拥有良好和可出售的所有权，并且在上述资产上没有设置任何担保权益；

(c) 没有正在进行的或潜在的与被购买股权、被购买资产有关的或与丙方有关的诉讼、仲裁或行政程序；

(d) 丙方没有任何未偿还债务，但(i)在正常业务过程中发生的债务；及(ii)已向甲方披露并得到甲方书面同意的债务除外；

(e) 如果丙方应中国法律要求解散或清算，丙方应在中国法律许可的范围内，按中国法律允许的最低价格将其所有的资产出售予甲方或甲方指定的其他被指定人。丙方在届时有效的中国法律适用范围内豁免甲方或其指定之被指定人因此而产生的任何支付义务；任何该交易产生之收益应在届时有效的中国法律适用的范围内，作为业务合作协议下之服务费之一部分而支付予甲方或甲方指定的被指定人；

(f) 丙方遵守适用于股权或资产收购的中国所有法律和法规。

3.3 乙方和丙方特此在本协议生效之日和被购买的股权和被购买的资产的每一个转让日向甲方共同及个别地陈述和保证如下：

(a) 无论是本协议或任何转让协议的签署和交付还是其在本协议或任何转让协议项下的义务的履行均不会：（1）导致违反任何有关的中国法律及香港法律、法规或规章（包括但不限于香港联合交易所有限公司证券上市规则；（2）与其营业执照、章程、与其成立有关的协议或任何其他的纲领性文件或其他组织文件相抵触；（3）导致终止或违反其为一方或对其有约束力的任何协议或文据，或构成其为一方或对其有约束力的任何协议或文据项下的违约，或导致任何其他第三方有权终止或修改该等文件条款；（4）导致违反有关向其颁发的任何许可或批准的授予和（或）继续有效的任何条件；（5）导致向其颁发的任何许可、批准、登记等中止、吊销、没收、损害、被撤销、附加条件或到期后无法续期；或（6）导致对其资产的任何抵押或其他权利负担或使得任何第三方有权对其资产设置任何的抵押或权利负担，但根据各方于本协议签署之日签订的股权质押协议在手回集团股权上设置的质押除外；

(b) 乙方向甲方保证，其已经做出，并促使其直接或间接股东（或合伙人）、实际控制人或董事以及其继承人、继任者、代理人、财产代管人等（如适用）做出一切妥善安排并签署一切需要的文件，保证在乙方发生：（1）合并、分立、解散、清算、注销、被吊销营业执照、股权转让，（2）控股股东或普通合伙人或实际控制人发生变更，（3）死亡、丧失行为能力、离婚或发生其他可能影响其行使其持有丙方股权的情况，和/或（4）发生其他可能影响其行使股权的情形时，其继承人、清算组、债权人、受让人、继任者、代理人、财产代管人等可能因此取得

股权或相关权利的人，将继续遵守并履行本协议项下义务，不能影响或阻碍本协议的履行；因此取得股权或相关权利的主体将被视为本协议的签署一方，继承/承担其在本协议下的所有权利与义务；

(c) 非经甲方书面同意，乙方不得以任何方式直接或间接参与、从事与丙方及其控制的子公司业务存在或可能存在竞争的业务，或受聘于经营与丙方及其控制的子公司业务存在或可能存在竞争业务的相关实体或持有该等实体的权益、资产，甲方有权最终决定乙方是否存在或可能存上述情形；

(d) 各方分别向另一方保证，一旦中国法律允许且甲方决定按照本协议购买所有乙方所持有的丙方全部股权，各方将立即解除本协议。

4. 生效日

4.1 本协议应于各方签署本协议之日生效，长期有效，除非或直至乙方持有的被购买的股权和/或被购买的资产全部转让给甲方和/或被指定人之日（以工商变更登记完成之日为准）并且甲方及其子公司、分公司可以合法从事丙方的业务时终止。除非中国法律另有强制性规定，乙方和丙方无权单方面终止本协议。甲方和丙方应在各自经营期限届满前三个月内办理完成延长经营期限的审批或登记手续，以使本协议的有效期得以持续。

5. 违约责任

5.1 除本协议其他条款另有规定外，如果一方（下称"**违约方**"）未履行其在本协议项下某项义务或以其他方式违反本协议，其他方有权要求违约方在合理期限内补正或采取补救措施。如违约方在合理期限内或在其他方书面通知违约方并提出补正要求后 30 天内仍未补正或采取补救措施的，则其他方（下称"**受损害方**"）有权：(a)要求违约方承担因其违约行为所导致的一切责任，并且赔偿因其违约行为给受损害方造成的一切实际经济损失；(b)要求违约方强制履行本协议，请求相关仲裁机构或法院判令对本协议约定的条款实际履行和/或予以强制执行；或(c)按照股权质押协议的约定以质押股权折价、拍卖或者变卖，并以折价、拍卖或者变卖的价款优先受偿，并要求违约方承担由此造成的全部损失。为免疑义，乙方的违约责任以其在手回集团的股权为限。受损害方行使前述任何一项救济权利并不影响其依据本协议的约定和法律规定行使其他救济权利。

5.2 各方同意并确认，除中国法律另有强制性规定，若甲方为违约方，乙方及丙方应豁免甲方的损害赔偿义务，且除非法律另有规定，乙方及丙方在任何情况均无任何权利终止或解除本协议。

6. 管辖法律和争议解决

6.1 管辖法律

本协议的签署、生效、解释、履行、修改和终止以及本协议项下争议的解决应受中国法律管辖。

6.2 争议的解决方法

如果因解释和履行本协议发生任何争议，各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后三十（30）天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给深圳国际仲裁院按照其届时有效的仲裁规则在深圳进行仲裁，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。仲裁机构或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对丙方之股权权益、资产（包括但不限于物业权益）裁定赔偿或抵偿甲方因本协议其他方当事人的违约行为而对甲方造成的损失、就有关业务或强制性的资产转移裁定强制救济措施和针对丙方的清算令。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。香港、开曼群岛或其他具有管辖权（包括丙方住所所在地的法院、或丙方或甲方主要资产所在地的法院应被视为具有管辖权）的法庭同样有权授予或执行仲裁庭的裁决并对于丙方的股权权益、资产或物业权益有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。

6.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

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

通知其他各方后，各方应及时磋商并对本协议作出一切必要的修改，以维持受影响一方在本协议项下的经济利益。

7. 税款和费用

各方应根据中国法律就编制和签署本协议和转让合同以及完成本协议和转让合同项下规定的交易，各自支付由该一方发生的或对该一方征收的任何和所有转让和注册税款、花费和费用（如有）。

8. 通知

8.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务发到该等一方的地址。每份通知还应再以电子邮件发送一份确认件。通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于发送或拒收之日有效送达。

8.2 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址、电话及/或电邮地址。

9. 保密责任

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外；(a)公众知悉的该等资料（但这并非由接受资料之一方向公众披露）；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由无效或终止，本条应继续有效。

10. 进一步保证

各方同意及时签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及采取为执行本协议的各项规定和目的而合理需要的或对其有利的进一步行动。

11. 不可抗力

11.1 "**不可抗力**"指无法预见、无法避免并且无法克服的，使得本协议一方部分或者完全不能履行本协议的事件。这类事件包括但不限于地震、台风、洪水、水灾、战争、罢工、暴动。

11.2 如果发生不可抗力事件，一方在本协议项下受不可抗力影响的义务在不可抗力造成的延误期间自动中止，并且其履行期限应自动延长，延长期间为中止的期间，该方无须为此遭受惩罚或承担责任。发生不可抗力，各方应立即进行磋商，寻求一项公正的解决方案，并且要尽一切合理努力将不可抗力的影响降至最小。

12. 其他

12.1 修订、更改与补充

对本协议各方以及该方合法的继受者和受让人（无论该等继承或受让是由收购、重组、继承、转让或其他原因导致）具有法律约束力。在乙方发生破产、解散、清算或发生其他可能影响其行使其持有丙方股权的情况下，届时持有丙方股权的股东或其受让人将被视为签署一方，继承及承担乙方在有关本协议下的所有权利与义务。

本协议未尽事宜由各方另行协商确定。对本协议作出的任何修订、更改与补充，均须经各方签署书面协议。经过本协议各方适当签署的有关本协议及其附件的修改协议和补充协议是本协议的组成部分，具有与本协议同等的法律效力。

如香港联合交易所有限公司或其他监管机构对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

12.2 完整合同

除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

若根据中国法律，本协议的任何条款无效、不合法或不可执行，则本协议的所有其他条款仍应保持其全部效力。在任何条款被认定为无效、不合法或不可执行时，本协议各方应进行诚信谈判，对本协议进行修订，按照可接受的方式尽可能近似地实现各方的原有意图。

12.3 标题

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

12.4 文本

本协议一式多份，甲方、各乙方以及各丙方各持一（1）份，具有同等的法律效力。

12.5 可分割性

如果本协议有一条或多条规定根据任何法律或法规或香港联合交易所有限公司证券上市规则在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取在法律许可以及各方期望的最大限度内以有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

12.6 继任者

本协议对各方各自的继任者和该等各方所允许的受让方应具有约束力。

12.7 继续有效

12.7.1 本协议提前终止前因本协议而发生的或到期的任何义务在本协议提前终止后应继续有效。

12.7.2 第 5、6、8、9 条和本第 12.7 条的规定在本协议终止后应继续有效。

12.8 弃权

任何一方均可以对本协议中其享有的权利作出弃权，但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他各方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权。

12.9 遵守法律和法规

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

12.10 权利转让

未经甲方事先书面同意，丙方及/或乙方不得向任何第三方转让其在本协议下的任何权利及/或义务；丙方及乙方在此同意，甲方有权在书面通知

丙方及乙方后，将其在本协议下的任何权利及/或义务转让给任何第三方，乙方和丙方应当与该受让方签署补充协议或与本协议内容实质相同的协议。

[以下无正文]

（本页无正文，为《独家购买权协议》签署页）

兹此为证，本独家购买权协议由各方于文首之日期及地点签署。

光耀

签署：光耀

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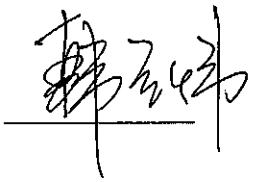
韩立炜

签署： 

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刘丽

签署：

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深圳手回创想科技有限公司（盖章）

法定代表人签字：

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深圳小雨伞投资管理合伙企业（有限合伙）（盖章）

授权代表签字：_____

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深圳手回科技集团有限公司（盖章）

法定代表人签字：_____

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兹此为证，本独家购买权协议由各方于文首之日期及地点签署。

小雨伞保险经纪有限公司（盖章）

法定代表人签字：_____

（本页无正文，为《独家购买权协议》签署页）

兹此为证，本独家购买权协议由各方于文首之日期及地点签署。

创信保险销售有限公司（盖章）

法定代表人签字：_____

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兹此为证，本独家购买权协议由各方于文首之日期及地点签署。

手回健康科技（成都）有限公司（盖章）

法定代表人签字：_____

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兹此为证，本独家购买权协议由各方于文首之日期及地点签署。

韶关市百泓保险公估有限公司（盖章）

法定代表人签字：_____

股权质押协议

本《股权质押协议》（下称“**本协议**”）由下列各方于2024年1月10日在中国深圳市签订：

甲方： 深圳手回创想科技有限公司，系一家根据中国法律注册成立并合法存续的外商独资企业，统一社会信用代码为91440300MA5EWEWQ83，注册地址为深圳市南山区粤海街道科技园区粤兴一道9号香港科技大学深圳产学研大楼313-6（“**质权人**”）；

乙方：

1. **光耀**，身份证号码：142424198411192310；
2. **韩立炜**，身份证号码：61030219840801051X；
3. **刘丽**，身份证号码：430181198406030024；
4. **深圳小雨伞投资管理合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为深圳市南山区粤海街道科技园高新区南区粤兴一道9号香港科技大学深圳产学研大楼313-4、5、6；

（合称“**出质人**”）

丙方： **深圳手回科技集团有限公司**，一家依照中国法律成立和存续的有限责任公司，其注册地址为深圳市福田区梅林街道孖岭社区凯丰路10号翠林大厦20层01室。

在本协议中，质权人、出质人和丙方以下各称“**一方**”，合称“**各方**”。

鉴于：

1. 出质人为丙方股东，合计持有丙方75.1%的股权权益；

2. 质权人和丙方及其他相关方于本协议签署之日签订了《独家业务合作协议》（下称“**业务合作协议**”），据此质权人向丙方及其他相关方提供有关技术服务、技术咨询及其他服务；

3. 本协议各方及其他相关方于本协议签署之日签署了一份《独家购买权协议》（下称“**独家购买权协议**”），在中国法律允许和符合相应条件的情况下，如果质权人自主决定提出购买要求：(a)出质人应根据其要求向质权人和/或其指定方（下称为“**被指定人**”，包括质权人之境外母公司或其直接或间接控制的子公司）转让其在丙方中持有的全部或者部分股权；

(b)丙方及其控制的子公司（具体而言，包括小雨伞保险经纪有限公司、创信保险销售有限公司、手回健康科技（成都）有限公司和韶关市百泓保险公估有限公司（合称“**子公司**”））应根据其要求向质权人和/或被指定人转让其全部或者部分资产等；

4. 本协议各方及其他相关方于本协议签署之日签署了一份《股东表决权委托协议》（下称“**股东表决权委托协议**”），出质人于股东表决权委托协议有效期内不可撤销地全权委托质权人届时指定的人士代表出质人行使其持有丙方的全部股东委托、表决权利等；

5. 作为出质人对合同义务（定义见下文）履行以及对担保债务（定义见下文）清偿的担保，甲方与乙方、丙方拟就乙方向甲方提供股权质押事宜签署本协议，出质人以其在丙方中拥有的所有股权出质给质权人为该等义务及债务提供质押担保，且丙方同意该等股权质押安排。

1. 定义

除非本协议另有规定，下列词语应具有如下含义：

1.1 “**质权**”应指出质人根据本协议第 2 条授予质权人的担保权益，即质权人所享有的，以出质人质押给质权人的质押股权的折价、转换、拍卖或出售价款优先受偿的权利。

1.2 “**股权**”应指于本协议生效时出质人在丙方中合法持有的并有权处分的、并将根据本协议的规定质押给质权人作为其和丙方履行合同义务及担保债务之担保的全部的丙方股权（包括出质人于本协议生效之日拥有的合共构成丙方的全部注册资本和与之相关的所有股权权益）和根据本协议第 6.1.8 条增加的额外股权。

1.3 “**质押期限**”应指本协议第 3 条规定的期限。

1.4 “**违约事件**”应指本协议第 7 条列明的任何情况。

1.5 “**违约通知**”应指质权人根据本协议发出的宣布违约事件的通知。

1.6 “**合同义务**”指出质人在独家购买权协议以及股东表决权委托协议项下所负的所有合同义务；及丙方及其子公司在业务合作协议、独家购买权协议和股东表决权委托协议项下所负的所有合同义务；以及出质人与丙方在本协议项下所负的所有合同义务。

1.7 “**交易协议**”应指业务合作协议、独家购买权协议和股东表决权委托协议，

或其中一份或多份协议。

1.8 "**担保债务**"应指(a)丙方及其子公司欠付质权人的所有付款(包括但不限于根据业务合作协议应支付给质权人的咨询和服务费(无论是在规定的到期日、通过提前还款或以其他方式)及其利息、违约金(如有)、赔偿金以及律师费、仲裁费、股权的评估和拍卖等实现质权的各项费用;(b)质权人因出质人、丙方及其子公司的任何违约事件而遭受的全部直接、间接、衍生损失和可预计利益的丧失,该等损失的金额依据包括但不限于质权人合理的商业计划和盈利预测;及(c)质权人为强制出质人和/或丙方及其子公司执行其合同义务而发生的所有费用。

1.9 "**中国法律**"应包括任何中央或地方立法、行政或司法部门在本协议签署之前或之后所颁发的任何法律、法规、规则、通知、解释或其他具有约束力的文件。

1.10 "**担保权益**"应包括担保、抵押、第三方权利或权益,任何购股权、收购权、优先购买权、抵销权、所有权保留或其他担保安排等。

2. 股权质押

2.1 作为对担保债务即时和完整的支付和合同义务的履行的担保,出质人特此将股权按照本协议的约定以第一顺位优先质押的方式质押给质权人。丙方同意出质人按照本协议的约定将股权出质给质权人。

2.2 各方理解并同意,因担保债务而产生或与其相关的货币估值直至决算日(定义见第 2.4 条)均为变化和浮动的估值。出质人和质权人可因担保债务和股权货币估值的变动,通过各方同意修订和补充本协议的方式,于决算日前不时调整及确认股权共计应担保的担保债务最高额。

2.3 如发生下列任何事件(下称"**决算事由**"),担保债务之价值应依据决算事由发生之前的最近日期或发生当日对质权人到期未偿付的应付担保债务总额确定(下称"**已确定之债务**"):

(a) 业务合作协议到期或根据其项下相关约定而终止;

(b) 本协议第7条规定的违约事件发生且未解决,致使质权人根据第7.3条向出质人送达违约通知;

(c) 质权人通过适当的调查,合理认为乙方和/或丙方已丧失偿付能力或可能会被置于无偿付能力状态;或

(d) 根据中国法律规定要求确定担保债务的任何其他事件。

2.4 为免疑义，决算事由发生的日期应为决算日（下称"**决算日**"）。质权人有权于决算日当日或之后，根据其选择按照第 8 条实现质权。

2.5 在质押期限（定义见第 3.1 条）内，质权人有权提存因股权而产生的任何红利、股息或其他可分配利益，并将其用于优先偿还质权人。出质人应在接获质权人的书面要求后将该等孳息存入（或促使丙方存入）质权人书面指定的账户，受质权人监管；存入质权人书面指定账户的上述孳息，未经质权人书面同意，出质人不得支取。

2.6 在本协议有效期间，除非因质权人的故意或重大过失，对股权发生任何价值减少的情况，质权人皆不负任何责任，出质人也无权对质权人进行任何形式的追索或提出任何要求。

2.7 在不违反本协议第 2.3 项约定的前提下，若股权有任何价值明显减少的可能，足以危害质权人权利的，出质人同意，质权人可以随时代理出质人拍卖或者变卖股权，并与出质人协议将拍卖或者变卖所得的价款用于提前清偿担保债务或者向质权人所在地公证机关提存（由此所发生之任何费用从拍卖或者变卖所得的价款中偿付）。

2.8 本协议项下设立的股权质押是一项持续的保证，其有效性应延续至合同义务被完全履行及担保债务被完全清偿时止。质权人对出质人任何违约的豁免、宽限或质权人延迟行使其在交易协议及本协议项下的任何权利，均不能影响质权人在本协议和有关中国法律和交易协议项下，在以后任何时候要求出质人、丙方严格执行交易协议及本协议的权利或质权人因出质人、丙方随后违反交易协议及/或本协议而享有的权利。

2.9 各方确认并同意，若因离世、丧失民事行为能力、破产、清算、解散、继承、离婚等任何原因（如适用）而导致乙方所持的丙方股权出现变动，则(a)本协议及本协议各方签署的其他交易协议项下的权利、义务及责任继续对其继任人或承继主体具有法律约束力；(b) 任何相关债务安排、重组协议及乙方（包括其最终股东、关联方）订立任何形式的其他法律文件中涉及与丙方利益（包括但不限于股权、债权、资产等）的处置，均应以本协议及其他交易协议内容为准，除非事先获得甲方书面同意。

3. 质押期限

3.1 质权应自本协议项下的股权出质在丙方所在地的市场监督管理局（下称"**登记机关**"）登记之日起生效，该质权的有效期（下称"**质押期限**"）由上述生效日起直至：(a)最后一笔被该质权所担保的担保债务和合同义务被完全偿付及履行完毕；或(b)中国法律允许质权人或被指定人可以直接持有丙方及其子公司的股权，并且合法地从事丙方及其子公司的业务，在被购

买的股权（定义见独家购买权协议）全部转让给质权人和/或被指定人之日（以工商变更登记完成之日为准）；或(c)质权人或被指定人按照独家购买权协议的规定购买丙方及其子公司相关资产，并且利用丙方及其子公司资产合法地从事丙方及其子公司的业务；或(d)依照有关适用的中国法律和法规的要求终止时终止。

3.2 在质押期限内，如乙方及/或丙方及/或丙方子公司未履行合同义务或偿付担保债务（包括按业务合作协议支付独家咨询或服务费或未履行任何交易协议的其它方面），质权人应有权但无义务按本协议的规定处置该质权。

4. 质权登记及受质权规限的股权记录的保管

4.1 出质人及丙方同意及承诺，在本协议生效后，丙方须立即及出质人须促使丙方立即在本协议生效的当日将本协议项下的股权质押安排记载于丙方的股东名册；及在本协议生效日或各方一致同意的其他时间期限内向登记机关提出股权出质设立登记申请，办理完全部股权出质登记手续、获得登记机关颁发的登记通知书，并由登记机关将股权出质事宜完整、准确地记载于股权出质登记簿上。

4.2 在本协议规定的质押期限内，出质人应在按上述第 4.1 条质权登记办理完成之日起一周内将股权出资证明书及记载质权的股东名册（以及质权人合理要求的其他文件，包括但不限于工商行政管理部门颁发的质权登记通知书）原件交付质权人保管。质权人应在本协议规定的整个质押期限期间一直保管该等文件。

5. 出质人和丙方的陈述和保证

5.1 出质人向质权人分别且不连带地陈述和保证如下：

5.1.1 出质人就其设立所在地适用的法律下具有完全、独立的法律地位和法律能力，并已获得适当的授权签署、交付并履行本协议，可以独立地作为一方诉讼主体。

5.1.2 于本协议生效日，出质人是股权的唯一的法定所有人和受益所有人，出质人有充分的权利和权力依本协议的规定将股权出质给质权人，出质人亦有权处分股权及其任何部份。除受限于出质人与质权人另行签订的协议外，其对股权享有合法、完全的所有权。

5.1.3 质权人应有权按本协议列明的规定处置和转让股权。

5.1.4 除质权之外，出质人未在股权上设置任何担保权益或其他产权负担，股权的所有权不存在任何争议，不存在与股权相关的应付而未付的税赋、费用，未受扣押或其他法律程序的限制或存在类似的威胁，

依所适用的法律可以用于质押和转让。

5.1.5 出质人签署本协议及行使其在本协议下的权利，或履行其在本协议下的义务，不会违反或抵触任何法律、法规、公司章程或其他组织文件、任何法院判决、任何仲裁机关的裁决、任何行政机关的决定、出质人作为一方的或对其资产有约束力的任何协议或合同、或出质人向任何第三方所作的任何承诺。

5.1.6 本协议经出质人适当签署并根据本协议条款生效后，对出质人构成合法、有效和具有约束力的义务。

5.1.7 出质人拥有签订和交付本协议及其它所有与本协议所述交易有关的、其将签署的文件的出质人内部的完全权利和授权，其拥有完成本协议所述交易的完全权利和授权。

5.1.8 除需向登记机关办理的股权出质设立登记外，就本协议的签署和履行及本协议项下之股权质押生效须获得的任何第三方的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续（如依法需要）已经获得或得到办理，并将在本协议有效期内充分、持续有效。

5.1.9 本协议项下的质押构成对股权的第一顺序的担保权益。

5.1.10 因股权的取得而应缴付的所有税收和费用已由出质人全额缴付。

5.1.11 在任何法院或仲裁庭均没有针对出质人、或其财产、或质押股权的未决的或就出质人所知有威胁的诉讼、法律程序或请求，同时在任何政府机构或行政机关亦没有任何针对出质人、或其财产、或质押股权的未决的或就出质人所知有威胁的诉讼、法律程序或请求，将对出质人的经济状况或其履行本协议项下之义务和担保责任的能力有重大的或不利的影响。

5.1.12 除本协议另有规定外，在任何时候，一旦质权人根据本协议对该出质人行使质权人的权利，不应有来自任何其他方的干预。

5.1.13 出质人兹向质权人保证上述声明及保证在合同义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下，都将是真实、准确的，并将被完全地遵守。

5.2 **丙方向质权人陈述和保证如下：**

5.2.1 丙方是根据中国法律注册成立并合法存续的有限责任公司，具有独立法人资格，可以独立地作为一方诉讼主体，在主管登记机关正式登记，并通过历年年检或依法提交年度报告；具有完全、独立的法律地位和法律能力，并已获得适当的授权签署、交付并履行本协议。

5.2.2 本协议经丙方适当签署并根据本协议条款生效后，对丙方构成合法、有效和具有约束力的义务。

5.2.3 丙方拥有签订和交付本协议及其它所有与本协议所述交易有关的、其将签署的文件的丙方内部的完全权利和授权，其拥有完成本协议所述交易的完全权利和授权。

5.2.4 对于丙方拥有的资产不存在任何重大的、可能影响质权人在质押股权中的权利和利益的任何担保权益或其他产权负担（包括但不限于对丙方的任何重要知识产权或者任何重要资产的转让，或者附加于该等资产上的任何产权或使用权负担）。

5.2.5 在任何法院或仲裁庭均没有针对质押股权、丙方或其资产的未决的或就丙方所知有威胁的诉讼、仲裁、行政程序、行政处罚或其它法律程序，同时在任何政府机构或行政机关亦没有任何针对质押股权、丙方或其资产的未决的或就丙方所知有威胁的诉讼、仲裁、行政程序、行政处罚或其它法律程序，将对丙方的经济状况或出质人或丙方履行本协议项下之义务和担保责任的能力有重大的或不利的影响。

5.2.6 丙方兹同意就出质人在本协议项下所作的陈述和保证向质权人承担连带责任。

5.2.7 丙方签署本协议及行使其在本协议下的权利，或履行其在本协议下的义务，不会违反或抵触任何法律、法规、任何法院判决、任何仲裁机关的裁决、任何行政机关的决定、丙方作为一方的或对其资产有约束力的任何协议或合同、或丙方向任何第三方所作的任何承诺。

5.2.8 丙方向质权人提供的所有文件、资料、报表和凭证等，不论是在本协议生效前提供的或是在本协议生效后及质押期限期间提供的，均是准确、真实、和有效的。

5.2.9 除需向登记机关办理的股权出质设立登记外，就本协议的签署和履行及本协议项下之股权质押生效须获得的任何第三方的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续（如依法需要）已经获得或得到办理，并将在本协议有效期内充分、持续有效。

5.2.10 本协议项下的质押构成对股权的第一顺序的担保权益。

5.2.11 丙方兹向质权人保证上述陈述和保证在合同义务被全部履行或担保债务被完全清偿前的任何时候的任何情形下，都是真实的和正确的，并将被完全地遵守。

6. 出质人和丙方的承诺和进一步同意

6.1 本协议有效期内，出质人分别且不连带地向质权人承诺并同意如下：

6.1.1 除履行独家购买权协议外，未经质权人事先书面同意，不得进行或同意他人进行转让全部或任何部分的股权、设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担。经质权人书面同意的股权转让，出质人应首先将转让股权所得价款用于提前向质权人清偿担保债务或向与质权人约定的第三人提存。

6.1.2 须遵守并执行适用于权利质押的所有法律和法规的规定，在收到有关主管机关（或者任何其他有关方面）就质权发出或作出的任何通知、命令或建议后五（5）日内，应向质权人出示上述通知、命令或建议，并应遵守上述通知、命令或建议或者按照质权人的合理要求或经质权人同意就上述事项提出反对意见和陈述。

6.1.3 出质人同意，质权人按本协议取得的对质权的权利不得被出质人或出质人的权利义务承继人或代表通过法律程序中断或妨害。

6.1.4 为保护或完善本协议对支付担保债务、及对履行合同义务而授予的担保权益，及确保质权人对股权的质押权益及该等权利的行使和实现，出质人特此承诺在本协议生效后各方另行约定的时间，将本协议项下的股权质押在相关登记机关办理股权出质设立登记，并将真诚签署并促使在质权中有利益的其他当事人签署质权人所要求的所有文件（包括但不限于本协议的补充协议）、证书、协议、契据和/或承诺。出质人还承诺，将进行并促使在质权中有利益的其他当事人进行质权人所要求的作为，促进质权人行使其本协议授予其的权利和授权，并与质权人或质权人指定的一方（包括甲方之境外母公司或其直接或间接控制的子公司）签署关于股权所有权的所有

有关文件。出质人承诺，将在合理期间内向质权人提供质权人所要求的关于质权的所有通知、命令及决定。

6.1.5 出质人特此向质权人承诺，将遵守和履行本协议项下的所有保证、承诺、协议、陈述及条件。

6.1.6 如本协议项下质押的股权因任何原因受到法院或其他政府部门实施的任何强制措施，出质人应尽其一切的努力，包括（但不限于）向法院提供其他保证或采取其他措施，解除法院或其他部门对股权所采取的该等强制措施。

6.1.7 若股权涉及任何财产保全或强制执行，或股权有任何价值减少或灭失的可能，足以危害质权人权利的，出质人应立即将该等情形书面通知质权人，并配合质权人采取有效措施保障质权人的权利和利益。

6.1.8 未经质权人事先书面同意，出质人以及/或者丙方不得以任何形式补充、更改或修改公司的公司章程文件、自行（或者协助他方）增加、减少、转让丙方的注册资本（或者其对丙方的出资额）或对之（包括股权）设置任何权利负担。在遵从这一规定前提下，出质人在本协议日期之后登记及获得的丙方股权（下称"**额外股权**"）以及该等股权在丙方注册资本中所对应的股本亦属于须按本协议出质人向质权人质押的股权。出质人和丙方应在出质人取得额外股权时立即与质权人就额外股权签署补充股权质押协议，促使丙方董事会和丙方股东会批准该补充股权质押协议，并应向质权人提交补充股权质押协议所需的全部文件，包括但不限于：(a) 丙方出具的关于额外股权的股东出资证明书的原件；以及(b)中国注册会计师出具的关于额外股权的验资报告或其他出资凭证的经验证复印件。出质人和丙方应按照本协议第 4.1 条的规定办理额外股权的出质设立（或变更）登记及按照本协议第 4.2 条的规定将相关文件交付质权人保管。

6.1.9 除非质权人事前出具书面的相反指示，出质人以及/或者丙方同意，如果股权的部分或全部在出质人与任何第三方（下称"**股权受让方**"）之间发生违反本协议的转让，则出质人以及/或者丙方应确保股权受让方无条件承认质权并履行必要的出质变更登记手续（包括但不限于签署有关文件），以确保质权的存续。出质人及/或丙方履行本条的约定，不应被视为质权人放弃对出质人及/或丙方的违约行为进行追究，质权人在此明确保留对出质人及/或丙方的违约行为作出追究的权利。

6.1.10 出质人在此不可撤销地放弃质权人实现质权时的优先购买权。

6.1.11 如果由于本协议项下质权的行使而引起任何股权的转让，出质人保

证采取一切措施以实现该等转让。

6.1.12 在合同义务被履行完毕且担保债务被悉数清偿完毕前，出质人不得放弃其持有的根据本协议所质押给质权人的股权，和/或放弃因持有上述股权所产生的孳息，包括但不限于股息、红利。

6.1.13 在合同义务被履行完毕且担保债务被悉数清偿完毕前，除丙方日常经营所需，或单次处置价值在人民币 300 万元以内的资产外，未经质权人事先书面同意，出质人不得通过任何决议同意丙方转让、出售或以任何其他方式处置其任何的资产。

6.1.14 如根据适用法律，对本协议的任何修订、补充或更新必须在完成相应的质押变更审批和/或登记手续后才能生效，出质人应在完成该等修订、补充或更新之日起五（5）日内在相关登记机关办理该等变更登记手续。

6.1.15 如有法律改变或要求，出质人将尽其最大努力完成所有要求的法律程序，包括但不限于在相关登记机关登记，以使得该质押持续有效，并能充分对抗第三人。

6.1.16 出质人向质权人保证，其已经做出一切妥善安排并签署一切需要的文件，保证在其离世、丧失行为能力、离婚、继承、破产、清算、解散等（如适用）或发生其他可能影响其行使股东权利的情形时，其继承人、监护人、债权人、配偶等可能因此取得股权或相关权利的人，不能影响或阻碍本协议的履行。

6.2 **在本协议有效期内，丙方向质权人承诺和进一步同意如下：**

6.2.1 若就本协议的签署和履行及本协议项下之股权质押须获得任何第三人的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理登记或备案手续（如依法需要），则丙方将尽力协助取得并保持其在本协议有效期内充分有效。如丙方营业期限于本协议有效期内届满，丙方应在其经营期限届满前办理完成延长经营期限的登记手续，以保证本协议的效力得以持续。

6.2.2 未经质权人的事先书面同意，丙方将不会协助或允许出质人在股权上设立任何新的质押或授予其它任何担保权益，亦不会协助或允许出质人将股权转让。

6.2.3 未经质权人事先同意或正常经营所需，丙方不得进行转让或出售丙方资产或者在丙方资产上设置或允许存在可能影响质权人在股权中的权利和利益的任何担保权益或其他产权负担（包括但不限于对丙方的任何知识产权或者任何价值在人民币 300 万元以上的资产的转让，或者附加于该等资产上的任何产权或使用权负担）。

6.2.4 当有任何法律诉讼、仲裁或其它请求发生，而可能会对丙方、股权或质权人在交易协议及本协议项下的利益有不利影响时，丙方保证将尽快和及时地书面通知质权人，并根据质权人的合理要求，采取一切必要措施以确保质权人对股权的质押权益。

6.2.5 丙方不得进行或容许任何可能会对质权人在交易协议及本协议项下的利益或股权有不利影响之行为或行动。

6.2.6 丙方将于每公历季度的第一个月内向质权人提供丙方此前一公历季度的财务报表，包括但不限于资产负债表、利润表和现金流量表。

6.2.7 丙方保证根据质权人的合理要求，采取一切必要措施及签署一切必要文件，以确保质权人对股权的质押权益及该等权益的行使和实现。

6.2.8 如果由于本协议项下质权的行使而引起任何股权的转让，丙方保证采取一切措施以配合完成该等转让。

6.2.9 在出质人发生丧失行为能力、离婚、继承、破产或发生其他可能影响其行使其持有丙方股权的情况下，出质人的承继主体、当时丙方股权的股东、受让人、债权人等可能因此取得丙方股权或相关权利的人，不能影响或阻碍本协议的履行，因此取得丙方股权或相关权利的人将被视为本协议的签署一方，继承/承担出质人在本协议下的所有权利与义务。

6.2.10 如果发生丙方应中国法律要求解散或清算的情形，本协议终止，且丙方及乙方应在中国法律许可的范围内，按中国法律允许的最低价格将其所有的资产包括股权以无偿或以当时中国法律允许的最低价格转让予甲方，或者由届时的清算人基于保护甲方之境外直接或间接母公司的股东及/或债权人的利益对丙方的所有资产包括股权进行处置。如中国法律禁止该等支付，则出质人承诺将以托管的形式为质权人托管该等款项，并配合质权人签署托管协议或其他相关

法律文件。

6.2.11 各方分别向另一方保证，一旦中国法律允许且质权人决定按照独家购买权协议购买出质人所持有的丙方全部股权，各方将立即解除本协议。

7. 违约事件

7.1 下列情况均应被视为违约事件：

7.1.1 出质人在本协议第 5 条所作的任何陈述或保证含有严重失实陈述或错误，和/或出质人违反本协议第 5 条的任何保证及/或本协议第 6 条的任何承诺；

7.1.2 出质人和丙方未能按第 4.1 条中的规定完成登记机关的股权出质登记；

7.1.3 出质人和丙方违反本协议的任何规定或条款将对质权人行使质权产生重大不利影响的；

7.1.4 除第 6.1.1 条中明确规定外，出质人转让或意图转让或放弃质押的股权或者未经质权人书面同意而让予质押的股权；

7.1.5 丙方或其继承人或托管人只能部分履行或拒绝履行业务合作协议项下的支付责任或出质人及/或丙方只能部分清偿或拒绝清偿担保债务；及

7.1.6 因出质人原因致使质权人不能或可能不能行使其针对质权的权利的任何其他情况。

7.2 一经知悉或发现第 7.1 条所述的任何情况或可能导致上述情况的任何事件已经发生，出质人和丙方应立即相应地书面通知质权人。

7.3 除非本第 7.1 条所列明的违约事件已经在质权人通知之日起三十（30）天内令质权人满意地得到完满解决，否则质权人可以在违约事件发生时或发生后的任何时候向出质人发出违约通知，按照下列方式行使违约救济权利和权力：

(a) 要求丙方立即支付业务合作协议项下到期应付的所有未偿清付款、交易协议项下的全部欠款及所有其他到期应付给质权人的付款，和/或归还贷款；和/或

(b) 按本协议第 8 条的规定处置质权及/或在法律规定允许的范围内用其

他方式来处置质押股权（包括但不限于以全部或部分股权折价，或以拍卖、变卖该股权的价款优先受偿）。

质权人有权依据其独立判断选择行使任何上述权利。在此情况下，本协议的其他各方应无条件地同意给予全力配合。质权人对其合理行使该等权利和权力造成的任何损失不负责任。

7.4 质权人有权以书面方式指定其律师或其他代理人行使其上述的任何及所有权利和权力，出质人或丙方对此均不得提出异议。

7.5 质权人有权选择同时或先后行使其享有的任何违约救济，质权人在行使本协议项下的拍卖或变卖股权的权利前，无须先行使其他违约救济。

8. 质权的行使

8.1 在合同义务被完全履行完毕及担保债务被足额偿还前，未经质权人书面同意，出质人不得转让质权或在丙方的股权。

8.2 质权人行使质权时可按第 7.3 条向出质人发出违约通知。

8.3 受限于第 7.3 条的规定，质权人可在按第 7.3 条发出违约通知的同时或在发出违约通知之后的任何时候行使强制执行质权的权利。一旦质权人选择强制执行质权，出质人应不再拥有与股权有关的任何权利或利益。

8.4 质权人行使质权时，在许可的范围内并根据适用法律，质权人有权依法处置质押的股权；质权人因行使其质权而收到的全部款项，应按下列次序处理：

(a) 支付因处分股权和质权人行使其权利和权力而产生的一切费用（包括支付其律师的律师费和代理人的酬金）；
(b) 支付因处分股权而应缴的税费和其他法定费用；
(c) 向质权人偿还担保债务。

扣除上述款项后若有剩余，则余款（不计利息）支付给出质人或根据有关中国法律的规定对该款项享有权利收取该款项的其他人或者向质权人所在地公证机关提存（由此所生之任何费用从余款中支付）。

8.5 当质权人依照本协议处置质权时，出质人和丙方应提供必要的协助，以使质权人能够根据本协议强制执行质权。

8.6 一切与本协议项下股权质押的设定及质权人权利实现有关的实际开支、税费及全部法律费用等，应由丙方承担，法律规定由质权人承担的除外，而质权人有权从其行使权利和权力而获得的款项中按照实际发生的数额扣除该等费用。

8.7 质权人在根据本协议的约定行使其对股权的质权时所自行认定的担保债务的金额应作为本协议项下担保债务的终局性证据。

9. 转让

9.1 未经质权人事先书面同意，出质人不得转让或转授其在本协议项下的权利和义务。

9.2 出质人及丙方同意，在不与届时的中国法律相违背的情况下，在质权人通知出质人及丙方后，质权人即可以以任何方式以及其认为适当的条款和条件（包括再委派的权利），将其在本协议、交易协议及其他担保文件项下其可行使的任何权利委派或转让给任何第三方行使。

9.3 本协议应对出质人和丙方及其各自的继任人和经许可的受让人（如有）均有约束力，并且应对质权人及其每一继任人和受让人有效。

9.4 在任何时候，如质权人将其在交易协议项下的任何及所有权利和义务转让给其指定的一方（自然人/法人），在该情况下，受让人应享有和承担质权人在本协议项下的权利和义务，如同其是本协议的原始一方一样。当质权人转让交易协议项下的权利和义务时，应质权人要求，出质人及/或丙方须签署有关协议或与该等转让有关的其他文件。

9.5 如果因转让交易协议及/或本协议而导致质权人变更，应质权人要求，出质人及丙方须与新的质权人就质押股权按与本协议相同的条款和条件签订一份新的股权质押协议并办理相应的质押登记。

9.6 出质人应严格遵守本协议和本协议各方或其中任何一方共同或单独签署的其他合同的规定，包括交易协议，履行在本协议和其他合同（包括交易协议）项下的义务，并不进行可能影响其有效性和可强制执行性的作为/不作为。除非根据质权人的书面指示，出质人不得行使其对在本协议项下质押的股权的任何余下的权利。

10. 终止

在质押期限期满时，本协议应终止，并且质权人应在合理切实可行范围内尽快终止本协议，及解除本协议下的股权质押，且出质人和丙方应在丙方股东名册记载股权质押的解除，并在相关登记机关办理股权质押注销登记，因解除股权出质而产生的合理费用由丙方承担。第 12、13、19.5 条在本协议终止后应继续有效。

除非质押期限期满，本协议将长期有效。甲方和丙方应在各自经营期限届满前三个月内办理完成延长经营期限的审批或登记手续，以使本协议的有

效期得以持续。除非质押期限期满，乙方及任何继承乙方所持有的丙方股权的相关人士均需持续履行乙方在本协议及相关协议项下的权利义务。

11. 手续费及其他费用

与本协议有关的所有费用及实际开支，包括但不限于律师费、工本费、印花税以及任何其他税收和费用均应由各方各自承担。

12. 保密责任

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。各方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉的该等资料（但这并非由接受资料之一方向公众披露）；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由无效、终止，本条应继续有效。

13. 管辖法律和争议解决

13.1 本协议的签署、生效、解释、履行、修改和终止，以及本协议项下争议的解决应受中国法律管辖。

13.2 如果因解释和履行本协议的规定发生任何争议，各方应诚意协商解决争议。如果在任何一方要求各方通过协商解决争议后三十（30）天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给深圳国际仲裁院按照其届时有效的仲裁规则在深圳进行仲裁，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。仲裁机构或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对丙方之股权权益、资产（包括但不限于物业权益）裁定赔偿或抵偿甲方因本协议其他方当事人的违约行为而对甲方造成的损失、就有关业务或强制性的资产转移裁定强制救济措施和针对丙方的清算令。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致质权人所受损失进一步扩大的行为。香港、开曼群岛或其他具有管辖权（包括丙方住所所在地的法院、丙方或质权人主要资产所在地的法院应被视为具有管辖权）的法庭同样有权授予或执行仲裁庭的裁决并对

于丙方的股权权益、资产或物业权益有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致质权人所受损失进一步扩大的行为。

13.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

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

14. 不可抗力

14.1 **"不可抗力"**指无法预见、无法避免并且无法克服的，使得本协议一方部分或者完全不能履行本协议的事件。这类事件包括但不限于地震、台风、洪水、水灾、战争、罢工、暴动。

14.2 如果发生不可抗力事件，一方在本协议项下受不可抗力影响的义务在不可抗力造成的延误期间自动中止，并且其履行期限应自动延长，延长期间为中止的期间，该方无须为此遭受惩罚或承担责任。发生不可抗力，各方应立即进行磋商，寻求一项公正的解决方案，并且要尽一切合理努力将不可抗力的影响降至最小。

15. 通知

15.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务发到该等一方的地址。每份通知还应再以电子邮件发送一份确认件。通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于发送或拒收之日有效送达。

15.2 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址、电话及/或电邮地址。

16. 分割性

如果本协议有一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可强制执行，则本协议其余规定的有效性、合法性或可强制执行性不应在任何方面受到影响或损害。各方应通过诚意磋商，争取在法律许可以及各方期望的最大限度内以有效的规定取代该等无效、不合法或不可强制执行的规定，而该等有效的规定所产生的经济效果应尽可能与该些无效、不合法或不可强制执行的规定所产生的经济效果相似。

17. 附件

本协议所列附件应为本协议不可分割的组成部分。

18. 生效、修订、更改与补充及文本

18.1 本协议自各方签署之日起生效，本协议项下的股权质押自于登记机关完成相关登记程序之日起生效。

18.2 本协议的任何修订、更改和补充均应书面作出，并且在经各方签字或盖章并完成政府登记程序（如适用）后生效。

18.3 如香港联合交易所有限公司或其他监管机构对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

18.4 本协议一式多份，各出质人、质权人和丙方应各持一（1）份，并报登记机关一（1）份。本协议每份均具有同等的效力。

19. 其他

19.1 除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。如为办理股权质押登记之目的，本协议各方另行签署了工商版本的股权质押/出质协议的，无论该等协议签署时间在本协议之前或之后，如与本协议有冲突的，均应以本协议约定为准。

19.2 本协议对各方各自的继任者和该等各方所允许的受让方应具有约束力并

应对其有利。

19.3 任何一方均可以对本协议中其享有的权利作出弃权，但该等弃权必须经书面作出并须经各方签字。任何一方在某种情况下就其他方的违约所作出的弃权不应被视为该等一方在其他情况下就类似的违约作出弃权，并且，任何单个或部分该等权利的放弃亦不排除该方对该等权利以其他方式的行使以及其他该等权利的行使。

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

19.5 各方同意及时签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及采取为执行本协议的各项规定和目的而合理需要的或对其有利的进一步行动。

19.6 在不与交易协议及本协议的其它条款相违背的情况下，如果在任何时候，由于任何中国法律、法规或规章的颁布或改变，或由于对该等法律、法规或规章的解释或适用的改变，或由于有关登记程序的改变，致使质权人认为维持本协议生效、维持本协议项下的质权有效及/或以本协议规定的方式处分股权变为不合法或与该等法律、法规或规章相违背时，出质人和丙方应立即按质权人的书面指令，并根据质权人的合理要求，采取任何行动，和/或签署任何协议或其他文件，以：(a)保持本协议及本协议项下的质权有效；(b)便利以本协议规定的方式处分股权。

19.7 本协议为一份独立于交易协议及其他担保文件的法律文件，交易协议或其他担保文件无效均不影响本协议项下各方的权利和义务，若交易协议或其他担保文件被宣告无效，但出质人仍存在尚未履行的合同义务及/或仍欠付质权人担保债务时，本协议项下的股权仍应作为合同义务及担保债务的质押担保，直至出质人清偿全部担保债务及履行全部合同义务为止。

[以下无正文]

（本页无正文，为《股权质押协议》签署页）

兹此为证，本股权质押协议由各方于文首之日期及地点签署。

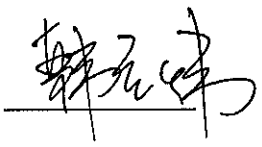
光耀

签署：

（本页无正文，为《股权质押协议》签署页）

兹此为证，本股权质押协议由各方于文首之日期及地点签署。

韩立炜

签署： 

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刘丽

签署：

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深圳手回创想科技有限公司（盖章）

法定代表人签字：

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兹此为证，本股权质押协议由各方于文首之日期及地点签署。

深圳手回科技集团有限公司（盖章）

法定代表人签字：

（本页无正文，为《股权质押协议》签署页）

兹此为证，本股权质押协议由各方于文首之日期及地点签署。

深圳小雨伞投资管理合伙企业（有限合伙）（盖章）

授权代表签字：_____

股东表决权委托协议

本《股东表决权委托协议》（下称“**本协议**”）由以下各方于2024年1月10日在中国深圳市签订：

甲方： **深圳手回创想科技有限公司**，系一家根据中国法律注册成立并合法存续的外商独资企业，注册地址为深圳市南山区粤海街道科技园区粤兴一道9号香港科技大学深圳产学研大楼313-6；

乙方：

1. **光耀**，身份证号码：142424198411192310；
2. **韩立炜**，身份证号码：61030219840801051X；
3. **刘丽**，身份证号码：430181198406030024；
4. **深圳小雨伞投资管理合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为深圳市南山区粤海街道科技园高新区南区粤兴一道9号香港科技大学深圳产学研大楼313-4、5、6。

丙方：

1. **深圳手回科技集团有限公司**，一家依照中国法律成立和存续的有限责任公司，其注册地址为深圳市福田区梅林街道孖岭社区凯丰路10号翠林大厦20层01室（“**手回集团**”）；
2. **小雨伞保险经纪有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为天津滨海高新区华苑产业区工华道2号天津国际珠宝城1号楼-2、4、5-402（“**小雨伞保险**”）；
3. **创信保险销售有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为深圳市福田区梅林街道孖岭社区凯丰路10号翠林大厦20层02室（“**创信保险**”）；
4. **手回健康科技（成都）有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为中国（四川）自由贸易试验区成都市高新区天府大道北段1700号3栋2单元1603B（“**成都手回**”）；以及
5. **韶关市百泓保险公估有限公司**，一家依照中国法律依法设立并有效存续的有

限责任公司，其注册地址为韶关市武江区惠民南路2幢向阳大厦6楼607（"**百泓保险公估**"）。

鉴于：

1. 截至本协议签署之日，乙方为手回集团股东，合计持有手回集团75.1%的股权权益（下称"**手回集团股权**"）；(b)手回集团持有小雨伞保险、创信保险和成都手回100%的股权权益；(c)成都手回持有百泓保险公估99.8%的股权权益；

2. 本协议各方于本协议签署之日签署了一份《独家购买权协议》（下称"**独家购买权协议**"），在中国法律允许和符合相应条件的情况下，如果甲方根据其独立判断提出购买要求：(a)乙方和/或相应丙方应根据其要求向甲方和/或其指定方（下称为"**被指定人**"，包括甲方之境外母公司或其直接或间接控制的子公司）转让其在丙方中持有的全部或者部分股权；(b) 丙方应根据其要求向甲方和/或被指定人转让其全部或者部分资产；

3. 甲方、乙方及手回集团于本协议签署之日签署了一份《股权质押协议》（下称"**股权质押协议**"），据此乙方以其在手回集团中拥有的所有股权（即手回集团股权）出质给甲方，为该合同所述的合同义务及担保债务提供质押担保；

4. 甲方与丙方于本协议签署之日签署了一份《独家业务合作协议》（下称"**业务合作协议**"），据此甲方向丙方提供有关技术服务、技术咨询及其他服务；

5. 为保证业务合作协议的履行及甲方的合法权益，甲方与乙方、丙方拟就委托人（定义见下文）向甲方委托股东表决权等事宜签署本协议，(a)乙方有意委托甲方指定的个人或实体行使其在手回集团中享有的委托权利（定义如下），(b)手回集团有意委托甲方指定的个人或实体行使其在小雨伞保险、创信保险和成都手回中享有的委托权利，(c)成都手回有意委托甲方指定的个人或实体行使其在百泓保险公估中享有的委托权利，甲方亦有意指定该等个人或实体接受委托。

各方经友好协商，兹一致协议如下：

1. 委托权利

1.1 (a) 乙方分别且非连带地、无条件并不可撤销地承诺，其在本协议生效后将根据甲方的要求，签署内容和格式如本协议附件一的《授权委托书》（下称"**授权委托书**"），分别授权甲方或根据甲方的指示授权甲方指定的其境外母公司的管理层人员以及代行该等管理层人员职责的清盘人或其他继任人（下称"**受托人**"）行使其作为手回集团的股东，依据手回集团届时有效的章程和适用的法律法规所享有的全部股东权利及代表乙方在手回集团一切重大事项中行使相应权利；(b) 手回集团无条件并不可撤销地承诺，其在本

协议生效后将根据甲方的要求，签署授权委托书，分别授权甲方或根据甲方的指示授权甲方指定的受托人行使其作为小雨伞保险、创信保险和成都手回的股东，依据小雨伞保险、创信保险和成都手回届时有效的章程和适用的法律法规所享有的全部股东权利及代表手回集团在小雨伞保险、创信保险和成都手回一切重大事项中行使相应权利；(c) 成都手回无条件并不可撤销地承诺，其在本协议生效后将根据甲方的要求，签署授权委托书，授权甲方或根据甲方的指示授权甲方指定的受托人行使其作为百泓保险公估的股东，依据百泓保险公估届时有效的章程和适用的法律法规所享有的全部股东权利及代表成都手回在百泓保险公估一切重大事项中行使相应权利（为免疑义，乙方、手回集团和成都手回在其各自股东权利委托的事项下合称为“**委托人**”）。该等权利（下称“**委托权利**”）包括但不限于：

1）作为委托人的代理人，根据两方的章程提议、召集、列席参加两方的股东会会议；
2）行使按照中国法律（包括任何中央或地方立法、行政或司法部门在本协议签署之前或之后所颁发的任何法律、法规、规则、通知、解释或其他具有约束力的文件，下称“**中国法律**”）和两方的章程（包括在该章程经修改后而规定的任何其他的股东表决权）委托人所享有的所有股东权利和股东投票、表决权，包括但不限于分红权、出售或转让或质押或处置两方股权的一部分或全部；
3）签署文件（包括股东会会议记录）及在相关公司注册处存档文件；
4）代表两方的登记股东就两方在其破产、清算、解散或终止时行使表决权；
5）两方破产、清算、解散或终止后所得剩余资产的分配权利；
6）决定向政府部门呈交、登记有关两方的文件的事宜；
7）依法行使任何处理两方资产的股东权利，包括但不限于管理其资产相关业务的权利、取用其收入的权利及取得其资产的权利；及
8）作为委托人的授权代表指定和选举两方的法定代表人、董事长、董事（或执行董事）、监事、总经理以及其他高级管理人员。

1.2 在不限制本协议项下授予的权利的一般性的原则下，甲方应拥有本协议项下的权利和授权，代表委托人签署独家购买权协议中约定及定义的转让合同（委托人被要求作为该合同一方时），并履行委托人作为合同一方的与本协议同日签署的股权质押协议和独家购买权协议的条款。

1.3 委托人特此承诺，在两方破产、清算、解散或终止的情况下，委托人在两方破产、清算、解散或终止后获得的所有资产包括两方股权将以无偿或以当时中国法律允许的最低价格转让予甲方，或者由届时的清算人基于保护甲方直接或间接股东及/或债权人的利益对两方的所有资产包括股权进行处置。

1.4 委托人同意甲方有转委托权，可以就第 1.1 条项下事项的办理自行再委托其他方。受托人及/或甲方行使委托权利，如同委托人亲自行使股东权利一样。

委托权利的授权和委托的前提是受托人为甲方的董事会成员或董事会协商指定的中国公民，委托人同意上述授权和委托。当甲方向委托人发出撤换受托人的书面通知，委托人应立即指定甲方届时指定的其他实体或中国公民行使以上委托权利，并签署内容和格式如本协议附件一的授权委托书，新的授权委托书一经做出即取代原授权委托书，同时，委托人还应通过向相关人士发出通知或者其他公示形式宣布或说明原授权委托书已经废止；除此之外，委托人不得撤销向受托人及/或甲方做出的委托和授权。

1.5 对受托人及/或甲方依据所适用的法律法规及公司章程行使上述委托权利所产生的任何法律后果，委托人均予以确认和认可。如受托人及/或甲方越权、滥用委托权利的，所产生的全部法律后果由甲方自行承担，由此给委托人造成损失的，委托人有权向甲方主张损害赔偿。

1.6 受托人及/或甲方行使与丙方股权有关的所有行为及/或行使委托权利均应视为委托人自己的行为，签署的所有文件均应视为由委托人签署。受托人及/或甲方在作出上述行为时均可按照其本身的意思行事，无须事前征求委托人的同意，但在丙方决议或召开丙方临时股东会议的提议做出后，受托人及/或甲方应及时告知委托人。委托人特此承认和批准受托人及/或甲方的该等行为和/或文件。

1.7 在本协议有效期期间，委托人同意并确认，未经甲方事先书面同意，不得自行行使已在本协议授权给甲方及/或受托人的与丙方股权有关的所有权利。

1.8 在乙方发生离世、丧失行为能力、离婚、继承、破产、清算、解散等（如适用）或发生其他可能影响乙方行使乙方持有的手回集团股权的情况下，乙方的承继主体、当时手回集团股权的股东、受让人、债权人等可能因此取得手回集团股权或相关权利的人，不能影响或阻碍本协议的履行，因此取得手回集团股权或相关权利的人将被视为本协议的签署一方，继承/承担乙方在本协议下的所有权利与义务。

1.9 除本协议另有约定外，受托人有权划拨、使用或以其他方式处置由委托人股权产生的现金股息红利及其他非现金收益。

2. 知情权

2.1 为行使本协议下委托权利之目的，甲方及/或受托人有权了解丙方的公司运营、业务、客户、财务、员工等各种相关信息，查阅、摘录或复印丙方相关资料（包括但不限于与财务、业务和运营相关的任何账册、报表、合同、公司内部通信、董事会的所有会议记录和其他文件），丙方应对此予以充分配合。

3. 委托权利的行使

3.1 委托人将就受托人及/或甲方行使委托权利提供充分的协助，包括在必要时（例如为满足政府部门审批、登记、备案所需报送文件之要求或法律法规、规范性文件、公司章程或其他政府部门的指令或者命令的要求）及时签署相关的法律文件，包括但不限于受托人及/或甲方已作出的丙方股东会决议、或明确具体授权范围的授权委托书（如果相关法律法规或章程或其他规范性文件要求）。

3.2 委托人不可撤销地同意，在甲方提出与行使委托权利有关的合理的书面要求时，委托人应当在收到该书面要求后的三（3）日内按照书面要求的规定采取行动，满足甲方关于行使委托权利的要求。

3.3 如果在本协议期限内的任何时候，本协议项下委托权利的授予或行使因任何原因（乙方或丙方违约除外）无法实现，各方应立即寻求与无法实现的规定最相近的替代方案，并在必要时签署补充协议修改或调整本协议条款，以确保可继续实现本协议之目的。

3.4 为避免潜在利益冲突，若丙方股东（包括乙方）为上市主体（即注册于开曼群岛的 Shouhui Tech Limited）的董事或高级管理人员，则委托权利不得授予该董事或职员或其关连人士，而应授予其他无关连人士。任何作为拟上市公司董事或职员的丙方股东（包括乙方）不得参与有关交易协议及股权质押协议事项的决策。

3.5 甲方及/或受托人在本协议规定的授权范围内行使委托权利时，应谨慎勤勉地履行受托义务，遵守有关法律法规及公司章程的规定。

4. 补偿

4.1 各方确认，甲方应就其行使及/或其指定的受托人行使本协议项下委托权利而被要求对其他方或任何第三方承担任何责任获得经济上的或其他方面的补偿。

5. 声明与保证

5.1 乙方兹分别且不连带地声明与保证如下：

5.1.1 其具有完全、独立的法律地位和法律能力，并已获得适当的授权签署、交付并履行本协议，可以独立地作为一方诉讼主体。

5.1.2 乙方已经做出并促使乙方的直接股东（或合伙人）、最终股东（或实际控制人）或董事以及其继承人、继任者、代理人、财产代管人等（如适用）做出一切妥善安排并签署一切需要的文件，保证在乙方发生：（1）合并、分立、解散、清算、注销、被吊销营业执照、股

权转让，(2) 控股股东或普通合伙人或实际控制人发生变更，(3) 死亡、丧失行为能力、离婚或发生其他可能影响其行使其持有丙方股权的情况，和/或 (4) 发生其他可能影响其行使股权的情形时，其继承人、清算组、债权人、受让人、继任者、代理人、财产代管人等可能因此取得股权或相关权利的人，将继续遵守并履行本协议项下义务，不能影响或阻碍本协议的履行。每一位乙方向甲方保证，其已经做出并促使其股东或董事或其他人士（如适用）做出一切妥善安排并签署一切需要的文件，保证该乙方有效存续及持续遵守交易协议（定义见股权质押协议）及股权质押协议。

5.1.3 其拥有签订和交付本协议及其他所有与本协议所述交易有关的、其将签署的文件的完全权利和授权，其拥有完成本协议所述交易的完全权利和授权。本协议由其合法、适当地签署并交付。本协议构成对其的合法的、具有约束力的义务，并可根据本协议条款对其强制执行。

5.1.4 其在本协议生效时是经工商登记并记载于股东名册的手回集团合法股东，除本协议、股权质押协议及独家购买权协议所设定的权利外，委托权利上不存在任何第三方权利。根据本协议，甲方及/或受托人可以根据手回集团届时有效的章程完全、充分地行使委托权利。

5.1.5 其签订、交付和履行本协议并完成本协议项下的交易，不违反中国法律的规定，且不违反其与任何第三方达成的并对其具有约束力的任何协议、合同或其他安排。

5.2 甲方及丙方兹分别声明与保证如下：

5.2.1 其是根据其注册地法律适当注册并合法存续的有限责任公司，具有独立法人资格；具有完全、独立的法律地位和法律能力签署、交付并履行本协议，可以独立地作为一方诉讼主体。

5.2.2 其拥有签订和交付本协议及其他所有与本协议所述交易有关的、其将签署的文件的公司内部的完全权利和授权，其拥有完成本协议所述交易的完全权利和授权。

5.3 丙方进一步分别且不连带地声明与保证如下：

5.3.1 乙方在本协议生效时是经工商登记并记载于股东名册的手回集团合法股东，手回集团在本协议生效时是经工商登记并记载于股东名册的小雨伞保险、创信保险和成都手回合法股东，成都手回在本协议生效时是经工商登记并记载于股东名册的百泓保险公估合法股东。除本协议、股权质押协议及独家购买权协议所设定的权利外，委托

权利上不存在任何第三方权利。根据本协议，甲方及/或受托人可以根据丙方届时有效的章程完全、充分地行使委托权利。

5.3.2 其签订、交付和履行本协议并完成本协议项下的交易，不违反中国法律的规定，或任何该方的章程、规章制度或其他组织性文件，且不违反其与任何第三方达成的并对其具有约束力的任何协议、合同或其他安排。

6. 转让

6.1 甲方有权自行决定向任何其他人士或实体转授权或转让本协议及/或其与本协议有关的权利而不必事先通知乙方或丙方，或获得乙方或丙方的同意。乙方、丙方应对甲方转让本协议予以无条件配合，并应在甲方要求时签署所有完成该等转让所需的协议和其他文件。

6.2 除非经甲方事先书面同意，乙方中任何一方不得将其持有的全部或部分手回集团股权转让或承诺转让给甲方以外的任何机构或个人，或在该等股权上设置任何质押、委托投票或者其它产权负担（因签署股权质押协议而产生的权利负担除外）。如果乙方中任何一方经甲方同意转让其持有的手回集团全部股权并已完成股权转让的交割手续，则该方将不再作为本协议一方，但其他乙方在本协议下的义务和承诺不应受任何影响。乙方转让手回集团全部或部分股权均应以受让方承诺承担转让方于本协议下所需承担的全部权利义务并促使受让方取代转让方或为本协议的签订一方为进行转让的先决条件。

7. 协议期限

7.1 本协议自签署之日起生效且不可撤销并持续地有效，除非根据本协议第 7.2 条终止。

7.2 本协议在下列情况下自动终止：(a)一旦中国法律允许甲方或被指定人可以直接持有丙方的股权，并且合法地从事丙方的业务，在被购买的股权（定义见独家购买权协议）全部转让给甲方和/或被指定人之日（以工商变更登记完成之日为准）；或(b)甲方或被指定人按照独家购买权协议的规定购买丙方相关资产，并且利用丙方资产合法地从事丙方的业务。

8. 违约责任

8.1 各方同意并确认，如任一方（下称"**违约方**"）违反本协议项下所作的任何一项约定，或未履行或迟延履行本协议项下的任何一项义务，即构成本协议项下的违约（下称"**违约**"），其他未违约方（下称"**守约方**"）的任何一方有权要求违约方在合理期限内补正或采取补救措施。如违约方在合理期限内或在另一方书面通知违约方并提出补正要求后十（10）天内仍未补正或

采取补救措施的，则守约方有权要求违约方给予损害赔偿。

8.2 尽管有本协议其它规定，本第 8 条规定的效力不受本协议终止的影响。

9. 保密责任

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。每一方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉的该等资料（但这并非由接受资料之一方向公众披露）；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由终止，本条应继续有效。

10. 管辖法律和争议解决

10.1 本协议的签署、生效、解释、履行、修改和终止，以及本协议项下争议的解决应受中国法律管辖。

10.2 如果因解释和履行本协议发生任何争议，各方应首先通过友好协商解决争议。如果在任何一方要求其他各方通过协商解决争议后三十（30）天之内各方未能就该等争议的解决达成一致，则任何一方均可将有关争议提交给深圳国际仲裁院按照其届时有效的仲裁规则在深圳进行仲裁，仲裁使用的语言应为中文。仲裁裁决应是终局性的并对各方均有约束力。仲裁机构或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对丙方之股权权益、资产（包括但不限于物业权益）裁定赔偿或抵偿甲方因本协议其他方当事人的违约行为而对甲方造成的损失、就有关业务或强制性的资产转移裁定强制救济措施和针对丙方的清算令。仲裁裁决生效后，任何一方均有权向具有管辖权的法院申请执行仲裁裁决。必要情况下，仲裁机构在对各当事方的争议作出最终裁决前，有权先裁决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。香港、开曼群岛或其他具有管辖权（包括丙方住所所在地的法院、丙方或甲方主要资产所在地的法院应被视为具有管辖权）的法庭同样有权授予或执行仲裁庭的裁决并对于丙方的股权权益、资产或物业权益有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，例如裁定或判决违约方立即停止违约行为或裁决违约方不得进行可能导致甲方所受损失进一步扩大的行为。

10.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方应继续行使其各自在本协议项下的权利并履行其各自在本协议项下的义务。

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

11. 通知

11.1 根据本协议所要求或允许发出的所有通知和其他通信应通过专人递送或者通过邮资预付挂号信、商业快递服务发到该等一方的地址。每份通知还应再以电子邮件发送一份确认件。通知如果是通过专人递送、快递服务或邮资预付挂号信发出的，则应视为在通知的指定收件地址于发送或拒收之日有效送达。

11.2 任何一方均可按本条条款通过向其他各方发出通知随时更改其通知的收件地址、电话及/或电邮地址。

12. 修订、更改与补充及文本

12.1 本协议的任何修订、更改和补充均应书面作出，并且在经各方签字或盖章并完成政府登记程序（如适用）后生效。

12.2 除了在本协议签署后所作出的书面修订、补充或更改以外，本协议应构成本协议各方就本协议标的物所达成的完整协议，并应取代在此之前就本协议标的物所达成的所有口头和书面的协商、陈述和合同。

12.3 如香港联合交易所有限公司或其他监管机构对本协议提出任何修改意见，或香港联合交易所有限公司证券上市规则或相关要求发生任何与本协议有关的变化，各方应据此对本协议进行修订。

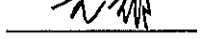
12.4 本协议一式多份，甲方、各乙方以及各丙方各持一（1）份，具有同等的法律效力。

[以下无正文]

（本页无正文，为《股东表决权委托协议》签署页）

兹此为证，本股东表决权委托协议由各方于文首之日期及地点签署。

光耀

签署： 

（本页无正文，为《股东表决权委托协议》签署页）

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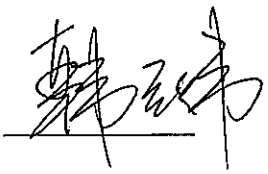
韩立炜

签署： 

（本页无正文，为《股东表决权委托协议》签署页）

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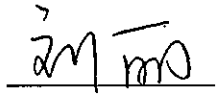
刘丽

签署： 

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深圳手回创想科技有限公司（盖章）

法定代表人签字：

（本页无正文，为《股东表决权委托协议》签署页）

兹此为证，本股东表决权委托协议由各方于文首之日期及地点签署。

深圳手回科技集团有限公司（盖章）

法定代表人签字：

（本页无正文，为《股东表决权委托协议》签署页）

兹此为证，本股东表决权委托协议由各方于文首之日期及地点签署。

深圳小雨伞投资管理合伙企业（有限合伙）（盖章）

授权代表签字：_____

（本页无正文，为《股东表决权委托协议》签署页）

兹此为证，本股东表决权委托协议由各方于文首之日期及地点签署。

小雨伞保险经纪有限公司（盖章）

法定代表人签字：_____

（本页无正文，为《股东表决权委托协议》签署页）

兹此为证，本股东表决权委托协议由各方于文首之日期及地点签署。

创信保险销售有限公司（盖章）

法定代表人签字：_____

（本页无正文，为《股东表决权委托协议》签署页）

兹此为证，本股东表决权委托协议由各方于文首之日期及地点签署。

手回健康科技（成都）有限公司（盖章）

法定代表人签字：_____

（本页无正文，为《股东表决权委托协议》签署页）

兹此为证，本股东表决权委托协议由各方于文首之日期及地点签署。

韶关市百泓保险公估有限公司（盖章）

法定代表人签字：_____

附件一：授权委托书

日期：

股东_____（“**股东**”）登记持有【】（“**公司**”）_____%股权。股东在此不可撤销地授权【】（“**被授权人**”）及其指定的代表行使由股东、公司及被授权人于2024年____月____日签订的《股东表决权委托协议》（“**该协议**”）所述及定义的委托权利。

本授权委托书与该协议同时生效且不可撤销。

股东【姓名/名称】（签署）

（本页以下无正文）

终止协议

本《终止协议》（“**本协议**”）于2024年1月10日在中国深圳市签订：

甲方：

Shouhui Tech H.K.Limited，系一家根据中国香港法律注册成立并合法存续的公司。

乙方：

1. **光耀**，中国公民，居民身份证号为142424198411192310；
2. **韩立炜**，中国公民，居民身份证号为610302198408010 51X；
3. **刘丽**，中国公民，居民身份证号为430181198406030024；
4. **宁波大彩小虹企业管理合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为浙江省宁波市北仑区梅山七星路88号1幢401室C区C0327（“**大彩小虹**”）；
5. **深圳小雨伞投资管理合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为深圳市南山区粤海街道科技园高新区南区粤兴一道9号香港科技大学深圳产学研大楼313-4、5、6（“**小雨伞投资**”）；
6. **深圳正树直林投资合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为深圳市南山区粤海街道高新区社区粤兴一道9号香港科大深圳产学研大楼311-1（“**正树直林**”）；
7. **北京红杉信德股权投资中心（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为北京市昌平区科技园区超前路37号院16号楼2层C2324；
8. **西藏聚智创业投资有限公司**，一家根据中国法律依法设立并有效存续的有限责任公司，其注册地址为拉萨市经济技术开发区林琼岗路16号孵化园1号厂房三层2号3203；
9. **杭州经天纬地投资合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为浙江省杭州市临安区青山湖街道大园路1188号2幢3层3197A室；
10. **珠海麒斐股权投资中心（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为珠海市横琴新区汇通三路108号23楼C区2327-（26）（托管机构：珠海横琴壹澳科技有限公司）；
11. **珠海君晟股权投资中心（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为珠海市大万山岛港湾路37号208之二十

九室；

12. **嘉兴极地信天壹期投资合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为浙江省嘉兴市南湖区南江路 1856 号基金小镇 3 号楼 112 室-23；以及
13. **天津聚新科技发展合伙企业（有限合伙）**，一家根据中国法律依法设立并有效存续的有限合伙企业，其注册地址为天津自贸试验区（东疆保税港区）澳洲路 6262 号查验库办公区 202 室（天津东疆商务秘书服务有限公司自贸区分公司托管第 3892 号）。

丙方：

1. **深圳手回科技集团有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为深圳市福田区梅林街道孖岭社区凯丰路 10 号翠林大厦 20 层 01 室（“**手回集团**”）；
2. **小雨伞保险经纪有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为天津滨海高新区华苑产业区工华道 2 号天津国际珠宝城 1 号楼-2、4、5-402（“**小雨伞保险**”）；
3. **创信保险销售有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为深圳市福田区梅林街道孖岭社区凯丰路 10 号翠林大厦 20 层 02 室（“**创信保险**”）；
4. **手回健康科技（成都）有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为中国（四川）自由贸易试验区成都市高新区天府大道北段 1700 号 3 栋 2 单元 1603B（“**成都手回**”）；以及
5. **韶关市百泓保险公估有限公司**，一家依照中国法律依法设立并有效存续的有限责任公司，其注册地址为韶关市武江区惠民南路 2 幢向阳大厦 6 楼 607（“**百泓保险公估**”）。

在本协议中，甲方、乙方和丙方以下各称“**一方**”，合称“**各方**”。

鉴于：

1、甲方及丙方于 2024 年 1 月 2 日签署了《独家业务合作协议》（“**《独家业务合作协议》**”），据此甲方向丙方提供有关技术服务、技术咨询及其他服务。

2、甲方、乙方及丙方于 2024 年 1 月 2 日签署了《独家购买权协议》（“**《独家购买权协议》**”），在中国法律允许和符合相应条件的情况下，如果甲方根据其独立判断提出购买要求：(a)乙方和/或相应丙方应根据其要求向甲方和/或其指定方（“**被指定人**”，包括甲方之境外母公司或其直接或间接控制的子公司）转

让其在丙方中持有的全部或者部分股权；(b) 丙方应根据其要求向甲方和/或被指定人转让其全部或者部分资产。

3、甲方、乙方及丙方于2024年1月2日签署了《股东表决权委托协议》（"**《股东表决权委托协议》**"），甲方或被指定人接受委托作为乙方和/或相应丙方的代理人，全权代表其行使其作为丙方的股东所拥有的股东权利。

4、甲方、乙方及手回集团于2024年1月2日签署了《股权质押协议》("**《股权质押协议》**")，据此乙方以其在手回集团中拥有的所有股权（即手回集团股权）出质给甲方，为该合同所述的合同义务及担保债务提供质押担保。

5、各方拟终止上述《独家业务合作协议》《独家购买权协议》《股东表决权委托协议》以及《股权质押协议》（以下合称"**VIE协议**"），包括VIE协议的全部附件（如适用）。

为此，本协议各方本着平等互利的原则，经过友好协商，达成如下协议：

1. 终止VIE协议

1.1 各方在此不可撤销地同意并确认，VIE协议自本协议签署日起终止并不再具有任何效力。

1.2 各方同意自本协议签署日起，各方不再享有VIE协议项下的权利，不再需要履行VIE协议项下的义务。

1.3 各方共同确认，各方不存在VIE协议项下的任何违约行为。就VIE协议而言，各方在此不可撤销且无条件地免除在过去、现在或将来对本协议其他方拥有或可能拥有的、直接或间接与VIE协议有关或者因VIE协议而产生的、任何种类或性质的争议、索赔、要求、权利、义务、责任或行动。

1.4 各方同意并将互相配合在本协议签署后合理切实可行期限内办理完毕《股权质押协议》项下股权质押在工商行政管理部门的注销手续。

2. 陈述、保证及承诺

2.1 每一方特此，在本协议签署之日，向其他方共同及个别陈述和保证如

下：

(1) 本协议一经签署即构成对其合法、有效、有约束力并依本协议之条款对其强制执行的义务；

(2) 其签署并履行本协议不会与对其具有约束力或有影响的法律、法规或协议及承诺构成冲突、限制或违反；

(3) VIE 协议终止不会导致任一方产生对另一方的任何债务负担，任一方被提起诉讼、仲裁或其他法律程序，或任一方存在诉讼和潜在纠纷的可能性。

2.2 为顺利完成 VIE 协议项下的权利和义务的终止，各方承诺互相配合签署所有必要或适当的文件，并采取所有必要或适当的行动，积极配合其他方取得相关政府审批或/和登记文件（如适用），办理相关的终止手续。

3. 违约责任

任何一方违反本协议的约定，使得本协议的全部或部分不能履行，均应承担违约责任，并赔偿对方因此遭受的损失（包括由此产生的诉讼费和律师费）；如各方违约，根据实际情况各自承担相应的责任。

4. 保密责任

各方承认，其就本协议而交换的任何口头或书面资料均属机密资料。各方均应对所有该等资料予以保密，而在未得到其他各方书面同意前，其不得向任何第三方披露任何有关资料，除下列情况外：(a)公众知悉的该等资料（但这并非由接受资料之一方向公众披露）；(b)适用法律或任何证券交易所的规则或规定要求披露之资料；或(c)由任何一方就本协议项下所规定的交易需向其法律顾问或财务顾问披露之资料，而该法律顾问或财务顾问亦需受与本条中义务相类似之保密义务约束。任何一方所雇用的工作人员或机构对任何保密资料的披露均应被视为该等一方对该等保密资料的披露，该一方应对违反本协议承担法律责任。无论本协议以任何理由无效、终止，本条应继续有效。

5. 适用法律及争议解决

5.1 本协议的订立、效力、解释、履行、修改和终止以及争议的解决均适用中国（仅为本协议之目的，不包括香港特别行政区、澳门特别行政区和台湾地区）法律。

5.2 因本协议项下发生的或与本协议有关的任何争议应由各方友好协商解决。协商应在争议一方向对方送达具体陈述争议的书面协商请求后立即开始。如果上述通知送达后三十（30）天内无法达成一致意见的，则任何一方均有权将该争议提交仲裁解决，各方同意将争议提交位于深圳的【深圳国际仲裁院】按其届时有效的仲裁规则作出仲裁裁决，仲裁地为【深圳市】，该仲裁裁决为终局性裁决，对各方均有法律约束力。

5.3 因解释和履行本协议而发生任何争议或任何争议正在进行仲裁时，除争议的事项外，本协议各方仍应继续行使各自在本协议项下的其他权利并履行各自在本协议项下的其他义务。

6. 其他

6.1 本协议自各方适当签署后自文首所列签署日起生效。

6.2 本协议一式多份，每一方各持一份，一份用于报政府主管部门登记或备案（如需要），每份具有同等法律效力。

6.3 本协议各方可以通过书面协议方式对本协议进行修改和补充。本协议各方关于本协议的修改协议和/或补充协议是本协议不可分割的组成部分，具有与本协议同等的法律效力。

6.4 本协议项下的任何条款无效不影响本协议项下其他条款的法律效力。

（以下无正文，为各方签署页）

（本页无正文，为《终止协议》签署页）

兹此为证，本终止协议由各方于文首之日期及地点签署。

Shouhui Tech H.K.Limited

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光耀

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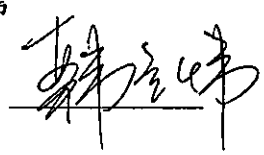
韩立炜

签署： 

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宁波大彩小虹企业管理合伙企业（有限合伙）（盖章）

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北京红杉信德股权投资中心（有限合伙）（盖章）

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西藏聚智创业投资有限公司（盖章）

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珠海麒斐股权投资中心（有限合伙）（盖章）

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珠海君晨股权投资中心（有限合伙）（盖章）

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深圳手回科技集团有限公司（盖章）

法定代表人签字/盖章：_____

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小雨伞保险经纪有限公司（盖章）

法定代表人签字/盖章：_____

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创信保险销售有限公司（盖章）

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手回健康科技（成都）有限公司（盖章）

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韶关市百泓保险公估有限公司（盖章）

法定代表人签字/盖章：_____

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

MAY 20, 2025
2025年5月20日

SHOUHUI GROUP LIMITED（手回集团有限公司）

AND 及

HITAI (HONG KONG) LIMITED（海泰(香港)有限公司）

AND及

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

AND及

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED（华泰金融控股（香港）有限公司）

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THIS AGREEMENT (this "**Agreement**") is made on May 20, 2025
本协议（本「**协议**」）于2025年5月20日订立

BETWEEN:
订约方：

(1) **SHOUHUI GROUP LIMITED**, formerly known as SHOUHUI TECH LIMITED, a company incorporated in the Cayman Islands with limited liability, whose registered office is at 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands (the "**Company**");

手回集团有限公司，前称手回科技有限公司，一家在于开曼群岛注册成立的有限公司，其注册办事处位于89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands（「**本公司**」）；

(2) **HITAI (HONG KONG) LIMITED**, a company incorporated in Hong Kong whose registered office is at RM 2609 CHINA RESOURCES BLDG, 26 HARBOUR RD, WAN CHAI, HONG KONG (the "**Investor**");

海泰(香港)有限公司，一家在香港注册成立的公司，其注册办事处位于香港湾仔港湾道26号华润大厦2609室（「**投资者**」）；

(3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street Central Hong Kong ("**CICC**"); and

中国国际金融香港证券有限公司，位于香港中环港景街1号国际金融中心一期29层（「**中金公司**」）；及

(4) **HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED** of 62/F, The Center 99 Queen's Road Central, Hong Kong ("**Huatai**", together with CICC, the "**Joint Sponsors**" and each a "**Joint Sponsor**").

华泰金融控股（香港）有限公司，位于香港皇后大道中99号中环中心62层（「**华泰**」，连同中金公司单称或合称为「**联席保荐人**」。

WHEREAS:

鉴于：

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

本公司申请其股份（定义见下文）以全球发售（「**全球发售**」）方式于联交所（定义见下文）上市，有关发售包括：

(i) a public offering by the Company for subscription of 2,436,000

Shares (as defined below) by the public in Hong Kong (the "**Hong Kong Public Offering**"), and

本公司作出的公开发售，以供香港公众认购2,436,000股股份（定义见下文）（「**香港公开发售**」）；及

(ii) a conditional placing of 21,922,400 Shares (assuming the Over-allotment Option is not exercised) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者），有条件配售本公司提呈的21,922,400股股份（假设超额配股权未获行使）（「**国际发售**」）。

(B) CICC and Huatai are acting as the joint sponsors and sponsor-overall coordinators (as defined in the Listing Rules), and CICC, Huatai and CCB International Capital Limited ("**CCBI**", together with CICC and Huatai, the "**Overall Coordinators**" and each an "**Overall Coordinator**") are acting as the overall coordinators and capital market intermediaries of the Global Offering.
中金公司和华泰担任联席保荐人及保荐人兼整体协调人（定义见《上市规则》），而中金公司、华泰和建银国际金融有限公司（「**建银国际**」，连同中金公司及华泰，单称或合称为「**整体协调人**」）担任全球发售的整体协调人及资本市场中介人。

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

投资者有意根据及受限于本协议所载的条款和条件，于国际发售中认购投资者股份（定义见下文）。

IT IS AGREED as follows:
兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS | 定义及释义

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:
在本协议（包括其附表及其序文）中，除非文义另有所指下述各个词语和表达具有下述涵义：

"**affiliate**" in relation to a particular individual or entity, unless the context

otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;
除非文意另有所指，就特定个人或实体而言，「**联属人士**」指通过一层或多层中介直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「受……控制」及「与……受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式；

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong;
「**会财局**」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之金额；

"**Approvals**" has the meaning given to it in clause 6.2(f);
「**批准**」具有第6.2(f)条所给予的涵义；

"**associate/close associate**" shall have the meaning ascribed to such term in the Listing Rules and "**associates/close associates**" shall be construed accordingly;
「**联系人／紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人／紧密联系人**」须据此解释；

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);
「**经纪佣金**」指按费用规则（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金；

"**business day**" means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

"**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建立和运作的香港中央结算及交收系统；

"**Closing**" means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;
「**交割**」指根据本协议条款和条件认购投资者股份的交割；

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
「**《公司条例》**」指《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);
「**《公司（清盘及杂项条文）条例》**」指《公司（清盘及杂项条文）条例》（香港法例第32章）；

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;
「**关连人士／核心关连人士**」具有《上市规则》赋予该词的涵义，复数形式的「**关连人士／核心关连人士**」须据此解释；

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;
「**关联关系**」具有《中证监备案规则》赋予该词的涵义；

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong);
「**《合约（第三者权利）条例》**」指《合约（第三者权利）条例》（香港法例第 623章）；

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;
「**控股股东**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释；

"**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;
「**《中证监备案规则》**」指《境内企业境外发行证券和上市管理试行办法》以及中国证监会发布的经不时修订、补充或以其他方式修改的配套指引；

"**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 the Overall Coordinators shall notify the Investor in accordance with clause 4.3;
「**延迟交付日期**」指在香港公开发售和国际发售包销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第4.3条通知投资者的较晚日期；

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly;
就任何相关股份而言，「**处置**」包括直接或间接：

(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), 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
对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券中的、或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置购股权、合约、认股权证或权利的购股权或合约，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中任何权益的任何经济后果或所有权权

能；或

(iii) 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)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 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;
同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将通过交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券，而以现金或以其他方式结算；及「**处置**」须相应解释；

"**FINI**" shall have the meaning ascribed to such term to in the Listing Rules;
「**FINI**」具有《上市规则》赋予该词的涵义；

"**Global Offering**" has the meaning given to it in Recital (A);
「**全球发售**」具有序文(A)所给予的涵义；

"**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);
「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、审裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、证监会及中国证监会）；

"**Group**" means the Company, its subsidiaries, consolidated affiliated entities and their respective predecessors;
「**本集团**」指本公司、其附属公司、合并联属实体及其各自得前身；

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;
「**港元**」指香港的法定货币；

"**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**」具有序文(A)所给予的涵义；

"**Indemnified Parties**" has the meaning given to it in clause 6.5, and "**Indemnified Party**" shall mean any one of them, as the context shall require;
「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的「**获弥偿方**」指他们中的任何一个获弥偿方；

"**International Offering**" has the meaning given to it in Recital (A);
「**国际发售**」具有序文(A)所给予的涵义；

"**International Offering Circular**" means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;
「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

"**Investor-related Information**" has the meaning given to it in clause 6.2(h);
「**投资者相关信息**」具有第6.2(h)条所给予的涵义；

"**Investor Shares**" means the number of Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;
「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的股份数目，其根据附表一的规定进行计算，并由本公司及整体协调人厘定；

"**Laws**" means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;
「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、证监会和中国证监会）的所有法律、法规、立法、条例、管理办法、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

"**Levies**" means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the

AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;
「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%的会财局交易征费（或上市日期当时的交易征费）；

"**Listing Date**" means the date on which the Shares are initially listed on the Main Board of the Stock Exchange;
「**上市日期**」指股份首次于联交所主板上市的日期；

"**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》及联交所的上市决定、指引和其他要求，均经不时修订、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条所给予的涵义；

"**Offer Price**" means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered pursuant to the Global Offering;
「**发售价**」指根据全球发售拟发售的每股股份的最终港元价格（不包括经纪佣金和征费）；

"**Over-allotment Option**" has the meaning given to it in the International Offering Circular;
「**超额配售权**」具有国际发售通函所给予的涵义；

"**Parties**" means the named parties to this Agreement, and "**Party**" shall mean any one of them, as the context shall require;
「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方；

"**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，仅就本协议而言，不包括中国香港、澳门特别行政区和台湾；

"**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**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

"**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部所给予的涵义；

"**Prospectus**" means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;
「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程；

"**Public Documents**" means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;
「**公开文件**」指国际发售的初步发售通函和国际发售通函，本公司就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）；

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;
「**人民币**」指中国法定货币人民币；

"**Regulators**" has the meaning given to it in clause 6.2(h);
「**监管机构**」具有第6.2(h)条所给予的涵义；

"**Relevant Shares**" means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);
「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益；

"**Securities Act**" means the United States Securities Act of 1933, as amended;
「**《证券法》**」指经修订的《1933年美国证券法》；

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

"**Shares**" means the ordinary shares in the share capital of the Company having a nominal value of US$0.00001 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;
「**股份**」指本公司股本中的普通股，每股面值为0.00001美元，以港元进行交易，并拟在证券交易所上市；

"**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》所给予的涵义；

"**U.S.**" and "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
「**美国**」指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

"**US$**" or "**US dollar**" means the lawful currency of the United States; and
「**美元**」指美国的法定货币；及

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.
「**美国人士**」具有《证券法》S规例所给予的涵义。

1.2 In this Agreement, unless the context otherwise requires:
在本协议中，除非文意另有所指，否则：

(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;
凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；

(c) 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;
序文及附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文及附表；

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:
凡提述法规、法定条文、规例或规则之处均包括提述：

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
根据任何法规、条文、规例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及

(iii) to any subordinate legislation made under it;
据此作出的任何附属立法；

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(h) 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);

凡提述「人士」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(i) 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
凡提述「包括」之处须分别解释为包括但不限于；及

(j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.
凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. INVESTMENT | 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:
在满足下文第3条所述条件（或由各方共同宽免，但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、联席保荐人和整体协调人予以宽免）后及在本协议其他条款和条件的规限下：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their respective affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
根据国际发售和作为国际发售的一部分，通过整体协调人及／或其各自的联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，投资者将按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份；且

(b) 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、经纪佣金和征费。

2.2 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:
投资者可藉在不迟于上市日期前三(3)个营业日向本公司、联席保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(i)并非美国人士；(ii)位于美国境外；及(iii)根据《证券法》S规例在离岸交易中收购投资者股份，但前提是：

(a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
投资者须促使该全资附属公司于该日向本公司、联席保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；且

(b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.
投资者(i)无条件及不可撤销地向本公司、联席保荐人和整体协调人保证该全资附属公司妥当和准时履行和遵守其在本协

议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效的弥偿并使各获弥偿方获得弥偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Sponsors or the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Joint Sponsors or the Overall Coordinators 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.
投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、联席保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、联席保荐人或整体协调人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 The Company and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.
本公司及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.
本公司及整体协调人（为他们自身和代表全球发售承销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. CLOSING CONDITIONS | 交割条件

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

Company, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:
投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司及整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方宽免各项下述条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、联席保荐人和整体协调人予以宽免）为条件：

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
本公司及整体协调人（为他们自身和代表全球发售承销商）已议定发售价；

(c) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;
联交所上市委员会已批准股份上市及允许买卖股份（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所买卖前未被撤销；

(d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成该等交易的有效命令或禁制令；且

(e) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are accurate and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.
投资者在本协议下的各项声明、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to subscribe, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the representations, warranties and undertakings and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.
倘各方于本协议日期后180天（或本公司、投资者、联席保荐人及整体协调人可能书面约定的其他日期）当日或之前未能履行或宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、联席保荐人及整体协调人予以宽免），投资者认购及本公司及整体协调人发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方退还（不计付利息）予投资者（一旦在商业上可行，应当即刻完成款项的退还，在任何情况下，款项的退还需在以本协议终止日为首日起算的30日内完成），而本协议将停止及终止，本公司、联席保荐人及／或整体协调人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释

为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者在本协议项下作出的声明、保证及承诺和确认的行为。

3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.
投资者确认，无法保证全球发售将会完成或不会被延迟或终止，或者发售价将在公开文件规定的指示性范围内，若全球发售被延迟或终止、未能进行或在所预期的日期及时间前因故未完成或根本无法完成或发售价不在公开文件规定的指示性范围内，则本公司、联席保荐人或整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售被延迟或终止、未能进行或在所预期的日期及时间前因故未完成或根本无法完成或发售价不在公开文件规定的指示性范围内，而向本公司、整体协调人及／或联席保荐人或其各自的联属人士提起任何申索或诉讼的任何权利（如有）。

4. CLOSING | 交割

4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as 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 the Overall Coordinators.
受第3条及第4条规限，投资者将根据全球发售及作为全球发售一部分，通过整体协调人（及／或他们各自的联属人士）以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，或于延迟交付日期，按本公司及整体协调人决定的时间及方式予以认购。

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars by wire transfer in

immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
投资者须按上市日期上午8点（香港时间）或之前，以同日收款入账方式以立即可用资金以港元通过电汇向整体协调人于上市日期前不迟于一(1)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额，连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the "**Delayed Delivery Date**") later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors Shares as specified in clause 4.2.
倘若整体协调人全权酌情决定于迟于上市日期的某一个日期（「**延迟交付日期**」）向投资者交付全部或任何部分股份，整体协调人须(i)于上市日期之前不迟于两(2)个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)于实际延迟交付日期之前不迟于两(2)个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于行使超额配售权最后一日后三(3)个营业日。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载就投资者股份作出支付。

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.
根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前或根据第4.3条厘定的延迟交付日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the

Overall Coordinators 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.
在不损害第4.3条的原则下，投资者股份亦可以本公司、联席保荐人、整体协调人及投资者通过书面协定的任何其他方式进行交付，前提是投资者股份的交付不得迟于可行使超额配股权的最后一天之后三(3)个营业日。

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its respective 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.
倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及联席保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、整体协调人及联席保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及联席保荐人因投资者未能遵守于本协议下的义务而针对他们提出的任何索赔要求的权利）。在任何情况下，投资者根据第6.5条按除税后基准就各获弥偿方因投资者未能悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，就此向他们作出弥偿，使其免受损害，并保持其悉数获得弥偿。

4.7 In the event that the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders, cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement under Rule 8.08(3) of the Listing Rules.
如果未能符合上市规则第8.08(3)条项下上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比，不得超过50%的规定，联席保荐人、整体协调人及本公司有权全权绝对酌情调整投资者将予购买的投资者股份数目的分配，以符合上市规则

第8.08(3)条的规定。

5. RESTRICTIONS ON THE INVESTOR | 对投资者的限制

5.1 Subject to clause 5.2, the Investor agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor 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**"), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.
在第5.2条的规限下，投资者与本公司、联席保荐人及整体协调人议定、契诺并向其承诺，未经本公司、联席保荐人及整体协调人各自的事先书面同意，投资者不会（不论直接或间接）自上市日期（包括该日）起至上市日期后六(6)个月（包括该日）止的期限内（「**禁售期**」）的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

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条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

(a) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
在进行该转让之前，该全资附属公司给予书面承诺（致达本公司、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
该全资附属公司须被视为已给予第6条规定的相同承认、确认、承诺、声明和保证；

(c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；

(d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators 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
若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（致达本公司、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别地承担本协议项下所有责任及义务；且

(e) such wholly-owned subsidiary is (i) not 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 under the

Securities Act.
该全资附属公司(i)不是美国人士；(ii)目前位于美国境外，及(iii)根据《证券法》S规例在离岸交易中收购相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators , 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.
投资者同意及承诺，除非取得本公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权应始终低于本公司全部已发行股本的10%（或于《上市规则》中不时就「**主要股东**」的界定规定的其他百分比）。

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators , provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering.
投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、联席保荐人和／或整体协调人合理请求向本公司、联席保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联系人及其实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份。

5.5 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 shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents.
投资者及其联属人士、董事、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES | 承认、声明、承诺和保证

6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:
投资者向本公司、联席保荐人和整体协调人分别承认、同意和确认：

(a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
本公司、联席保荐人、整体协调人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将进行或完成（在任何特定期间内进行或完成或根本无法进行或完成），或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；

(b) 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、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属

重大合约，须在香港监管机构存档及展示；

(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 the Overall Coordinators;
根据《上市规则》要求或在 FINI上向联交所提交的有关投资者的信息将会与公司、联交所、证监会、中国证监会以及其他必要的监管机构共享，并将包括于在 FINI 上向整体协调人披露的汇总承配人名單中；

(d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
基于以下前提，投资者股份将由投资者通过整体协调人及／或其联属人士以他们作为国际发售的国际承销商的国际代表之身份认购；

(f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；

(g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, 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根据《上市规则》第18项应用指引、《上市指南》第4.14章在国际发售与香港公开发售之间的重新分配股份，或联交所可能批准及不时适用于本公司的其他比例影响；

(h) the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole

and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (ii) the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the relevant minimum requirements the placing guidelines set out in Appendix F1 to the Listing Rules;
整体协调人、联席保荐人及本公司可全权绝对酌情调整投资者股份数目，以符合(i)上市规则第8.08(3)条项下上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过50%的规定；(ii)上市规则第8.08(1)条规定或联交所另行批准的最低公众持股量；或(iii)上市规则附录F1所载的配售指引的相关最低要求；

(i) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators 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;
于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人及/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及/或拟与该等投资者订立协议；

(j) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
投资者股份尚未亦将不会根据《证券法》或美国的任何州或其他司法管辖区证券法律登记，且不得在美国或向或为了任何美国人士的利益直接或间接地发售、转售、质押或另行转让投资者股份（除非根据有效的注册登记表或豁免遵守《证券法》注册规定或于不受该等规定规限的交易中），也不得在任何其他司法管辖区进行，除非该司法管辖区的适用法律允许；

(k) 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 under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any

other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
其明白及同意，仅可依据S规例在美国境外于「离岸交易」（定义见《证券法》S规例）中转让投资者股份，及在各种情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(l) it understands that none of the Company, the Overall Coordinators, the Joint Sponsors or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其明白，本公司、整体协调人、联席保荐人或国际发售的任何国际承销商均无就《证券法》下第144条或用于后续再发售、转售、质押或转让投资者股份的任何其他可用豁免的可适用性作出任何声明；

(m) 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;
除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(n) 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(m)) 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(m)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》）的信息，及其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（「**获授权接收人**」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向其获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不得、且将确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或交易股份或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

(o) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完善，及投资者在决定是否投资投资者股份时不得依赖该等信息或材料。为免生疑问：

(i) 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;
招股章程草案或初步发售通函草案或可能提供予投资者及/或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及/或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(ii) 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
不得依据初步发售通函草案或招股章程草案或可能提供（不论书面或口头）予投资者及/或其代表的任何其他材料作出或接受认购、收购或购买任何股份或其他证券的要约或邀请；及

(iii) 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);
初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(p) 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;
本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；

(q) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
其已获其认为对评估认购投资者股份的投资价值及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的投资价值及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供投资者要求或代投资者要求的关于投资者股份之投资的所有文件和信息；

(r) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
在作出投资决定时，投资者仅已或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及／或整体协调人（包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、联席保荐人、整体协调人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性

或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖国际发售通函中未载列的任何信息或材料，或因国际发售通函中未载列的任何信息的任何其他原因而曾经或将会对投资者或其董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

(s) none of the Joint Sponsors, the Overall Coordinators, 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 members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;
联席保荐人、整体协调人、其他全球发售的承销商及其各自董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的投资价值、认购、购买或发售投资者股份，或本公司或本集团的成员的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的投资价值、认购、购买或发售投资者股份，或本公司或本集团的成员的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

(t) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规 则》、有关其（直接或间接）出售其（直接或间接

）为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；

(u) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the other underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, officers, employees, advisors or representatives takes any responsibility as to any tax, legal, currency or other economic or other consequences of the subscription of or in relation to any dealings in the Investor Shares;
其已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资者股份之投资相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或安慰，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、董事、高级人员、雇员、顾问或代表均不对认购投资者股份或有关交易投资者股份的任何税务、法律、货币或其他经济或其他后果承担责任；

(v) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators have made no assurances that a public market will ever exist for the Investor Shares;
其明白，投资者股份目前并无公开市场，及本公司、联席保荐人及整体协调人并未就将存在投资者股份的公开市场作出担保；

(w) in the event that the Global Offering is delayed or terminated or is

not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
若全球发售被延迟或终止或因故未完成，则本公司、联席保荐人、整体协调人或其各自任何联系人、联属人士、董事、高级人员、雇员、顾问、代理或代表概不对投资者或其附属公司负有任何法律责任；

(x) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; and (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and
本公司及整体协调人对变更或调整(i)全球发售项下待发行的股份股数；及(ii)香港公开发售及国际发售项下分别待发行的股份股数；且

(y) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date.
投资者已同意于上市日期上午8点（香港时间）或之前，支付总投资金额及有关经纪佣金和征费。

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that:
投资者向本公司、联席保荐人及整体协调人进一步声明、保证及承诺：

(a) it has been duly incorporated and is validly existing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
其已依据其注册成立地点的法律妥为注册成立，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；

(b) 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、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(c) 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;
其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(d) 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;
本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(e) 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;
其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(f) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained, and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Joint Sponsors and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用及不被无效、撤销、撤回或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，如果任何该等批准不再具备十足效力及作用或因任何原因无效、撤销、撤回或搁置，将立即以书面形式通知公司、联席保荐人和整体协调人；

(g) the execution and delivery of this Agreement by the Investor, and the performance by the Investor 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，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；

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

representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按任何也监管机构的要求在时限内向联交所（包括在FINI上）、证监会、中国证监会及/或其他政府、公共、货币或监管当局或机构或证券交易所（「**监管机构**」）提供信息，或促使或促致直接或间接通过本公司、联席保荐人及／或整体协调人向监管机构提供其所要求的信息（包括(i) 投资者及其最终实益拥有人和/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名字及公司注册地点）；(ii) 本协议项下拟进行的交易（包括但不限于投资者股份认购详情、投资者股份数量、总投资金额以及本协议项下的禁售限制）；(iii) 涉及投资者股份的任何互换安排或其他金融或投资产品及其详细信息（包括但不限于认购者及其最终实益拥有人以及该互换安排或其他金融或投资产品的提供者的身份信息 ）及/或(iv) 投资者或其实益拥有人和联系人与本公司及其任何股东之间的任何关联关系）（「**投资者相关信息**」），并接受及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、整体协调人或其各自联属人士、董事、高级人员、雇员、顾问及代表向监管机构披露投资者相关信息及/或于其他《上市规则》或适用法律或有关监管机构要求的任何公开文件或公告或文件中披露；

(i) 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;
投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的投资价值及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(j) 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 any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;

其常规业务为买卖股份或债权证，或其是专业投资者，及通过订立本协议，其不再为有关本协议下拟议的交易的任何联席保荐人或整体协调人的客户；

(k) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；

(l) if it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
若于美国境外认购投资者股份，其于《证券法》下S规例所指「离岸交易」中如此行事且其并非美国人士；

(m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
投资者于获豁免遵守或无须适用《证券法》下登记规定的交易中认购投资者股份；

(n) the Investor and its beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions

from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
投资者及其实益拥有人及/或联系人(i)为独立于本公司的第三方；(ii)（无论投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在任何关系）并非本公司的关连人士（定义见《上市规则》）或其联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士（定义见《上市规则》），及将在紧接本协议完成后独立于有关控制本公司的关连人士或不会与该等人士一致行事（定义见《香港公司收购及合并守则》）；(iii)有财务能力履行本协议项下的所有义务；(iv)并非受(a)本公司的任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司的任何董事、最高行政人员、主要股东或现有股东或其任何子公司，或任何其紧密联系人（定义见《上市规则》）直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收任何该等人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令；及(v)与本公司或其任何股东不存在关联关系，除非向本公司、联席保荐人、整体协调人另行书面披露；

(o) each of the Investor, its beneficial owner(s) and/or associates is not a "connected client" of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the underwriters of the Global Offering, the lead broker or any distributors. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
投资者、其实益拥有人及/或联系人均非联席保荐人、整体协调人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(p) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语「**全权管理投资组合**」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(q) neither the Investor, , its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
投资者、其实益拥有人及其各自联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事或当前股东或上述任何人士的代名人；

(r) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules)_to be identified in the Company's allotment results announcement;
除事先书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于 (a) 联交所FINI获配售人名单模板或FINI界面或上市规则要求披露有关获配售人的任何获配售人类别（"基石投资者"除外）；或 (b) 根据《上市规则》（包括《上市规则》第12.08A 条）规定须在本公司的配发结果公告中注明的任何获配售人类别；

(s) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S under the Securities Act) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
投资者并未及将不会就分销股份与任何「分销商」（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(t) 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》）及《上市指南》第4.15章；

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

of their associates;
投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司任何关连人士、任何联席保荐人或整体协调人、或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；

(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;
除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；

(w) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
除事先向本公司、联席保荐人及整体协调人书面披露外，投资者、其实益拥有人及／或联系人并未订立及将不会订立涉及投资者股份的任何互换安排或其他金融或投资产品；且

(x) it acknowledges and understands the Professional Investor Treatment Notice as set out in Schedule 3 to this Agreement.
其承认及明白本协议附表3中列出的被视作专业投资者对待的通知。

6.3 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be

requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange (including on FINI), the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

投资者向本公司、联席保荐人及整体协调人声明及保证，附表二所载有关其及其所属的公司集团的说明及向监管机构提供及/或监管机构及/或任何本公司联席保荐人及整体协调人及其各自的联属人士要求的投资者相关信息在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的前提下，若在本公司、联席保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司或联席保荐人及／或整体协调人代表本公司可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及／或本公司、联席保荐人及／或整体协调人合理要求的其他事宜的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或有权监管机构（包括联交所（包括在FINI上）、证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

6.4 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, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, 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, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者明白，依据香港法律及美国证券法及其他规定须作出第6.1及6.2条所载声明及承认。投资者承认，本公司、联席保荐人、整体协调人、其他全球发售的承销商及其各自附属公司、代理、联属人士

及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、联席保荐人及整体协调人。

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
投资者同意及承诺，在经要求后，对由于投资者或其各自高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、联席保荐人、整体协调人及其他全球发售的承销商（代表自身或以信托的形式代表各自联属人士）、《证券法》所指控制其的任何人士以及各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或证明的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能以此为依据或以其他方式因此或就此对任何该等申索、诉讼或法律程序或于该等申索、诉讼或法律程序中争辩或辩护而蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 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.
投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 The Company represents, warrants and undertakes that:
本公司声明、保证及承诺：

(a) it has been duly incorporated and is validly existing under the laws of the Cayman Islands;
其依据开曼群岛法律妥为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 perform its obligations under this Agreement;
其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；

(c) 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 Shares then in issue and to be listed on the Stock Exchange;
在第5.1条所载付款及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位；

(d) none of the Company and its controlling shareholders, any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investor or its affiliates, directors, officers, employees or agents; and
概无本公司及其控股股东、本集团任何成员及其各自的联属人士、董事、监事、高级人员、雇员及代理与任何投资者及其联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指南》第4.15章）不一致的任何安排或协议（包括任何附函）；且

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, officers, employees 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.
除非本协议规定，本公司或任何集团成员公司或其各自任何

联属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 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 the Shares in the International Offering.
本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的股份的其他投资者相同的权利。

7. TERMINATION | 终止

7.1 This Agreement may be terminated:
本协议可：

(a) in accordance with clauses 3.2 or 4.6;
根据第3.2条或第4.6条予以终止；

(b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or
倘若投资者于国际发售交割或（如适用）延迟交付日期或在此之前严重违反本协议（包括投资者（或根据第 5.2 条转让投资者股份情况下的投资者的全资子公司）严重违反本协议下的声明、保证、承诺及确认），则由本公司或每一联席保荐人及整体协调人（尽管本协议中任何条文存在相反的规定）单方予以终止；或

(c) with the written consent of all the Parties.
经全体各方书面同意予以终止。

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. Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.
倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得针对该等其他方提出任何申索（前提是不损害任何一方于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任）。尽管有上述规定，第 6.5 条以及投资者提供的赔偿在本协议终止后仍然有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY | 公告及机密性

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除本协议以及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人、及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors and/or the Overall Coordinators is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
联交所、中国证监会、证监会及／或本公司、联席保荐人及／或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司将或代表本公司发行的公开文件及本公司或联席保荐人及／或整体协调人代表本公司将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal,

financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and
该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 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.
或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何有关政府部门或机构（包括联交所、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递交给香港公司注册处以作登记及使之可展示）或任何主管的有关政府部门的任何具法律约束力的判决、指令或规定被要求作出。

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、联席保荐人及整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint

Sponsors and the Overall Coordinators 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, the Joint Sponsors, the Overall Coordinators and their respective counsels.
本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、联席保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.
投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、联席保荐人或整体协调人可合理要求的与之有关或涉及其拥有权（包括最终实益拥有权）及/或其他涉及本协议提述事项的进一步数据及/或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令公司、联席保荐人及/或整体协调人能够遵守适用的公司或证券登记及/或包括联交所、证监会和中国证监会在内的主管监管机构的要求。

9. NOTICES | 通知

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:
本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址：

If to the Company, to:
若发送至本公司，则发送至：

Address: 20/F, Building 4, Shnzhen New Generation Industrial Park, No. 136, Zhongkang Road, Meidu Community, Meilin Street, Futian District, Shenzhen | 地址：深圳市福田区梅林街道梅都社区中康路136号新一代产业园4栋20层
Email Address: house@shouhui-tech.com | 电子邮件：house@shouhui-tech.com
Attention: Guang Yao | 收件人：光耀

If to the Investor, to:
若发送至投资者，则发送至：

Address: 5th Floor, Building 4, No. 188 Rixin Road, Tianjin Binhai New Area High-Tech Zone | 地址： 天津滨海高新区日新道188号4号楼5层
Email Address: httzyunyingbu@163.com | 电子邮件：httzyunyingbu@163.com
Attention: Zhu JingYi | 收件人：朱婧祎

If to CICC, to:

若发送至中金公司，则发送至：

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong | 地址： 香港中环港景街1号国际金融中心一期29层
Email Address: IB_Project_Yixin2023@cicc.com.cn | 电子邮件：IB_Project_Yixin2023@cicc.com.cn
Attention: Project Yixin Deal team members | 收件人：Yixin 项目组成员

If to Huatai, to:

若发送至华泰，则发送至：

Address: 62/F, The Center 99 Queen's Road Central, Hong Kong | 地址：香港皇后大道中99号中环中心62楼
Email Address: ProjectYixin@htsc.com | 电子邮件：ProjectYixin@htsc.com
Attention: Project Yixin Deal team | 收件人：Yixin 项目团队

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, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be

received on the next following business day.
本协议下的任何通知须以专人递送、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；则为收到确认发出之时；若通过电子邮件发送，如果没有收到未送达讯息，则为发出之时；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. GENERAL | 一般条款

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
各方确认及陈述已正式获其授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方无需法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
本协议中规定的各联席保荐人和整体协调人的义务是个别的（而不是共同的或共同及个别的）。联席保荐人或整体协调人均不对任何其他联席保荐人或整体协调人未能履行其各自在本协议下的义务负责，而这种未能履行不影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人及整体协调人应有权单独地或共同地执行其在本协议下的任何或所有权利。

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the

purposes of this Agreement.
除明显错误外，就本协议而言，本公司及整体协调人真诚作出的有关投资者股份数目及发售价的计算及决定为最终计算及决定。

10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
投资者、本公司、联席保荐人及整体协调人在为本协议目的或就本协议而需要或可能需要向第三方发送任何通知或获取第三方同意及／或批准时应通力合作。

10.5 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.
除非经全体各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.6 This Agreement will be executed in the English language only. In the event of any discrepancies or inconsistencies between the English and Chinese versions of this Agreement, the English version shall prevail.
本协议将仅以英文签署。倘本协议中英文版本出现歧义或不一致的地方，应以英文版本为准。

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 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.
除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

(a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
未经第10.11(a)条所提述之人士的同意，本协议可终止或取消及任何条款可予以修订、修改或豁免遵守。

10.12 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor or Overall Coordinator 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.
各联席保荐人及整体协调人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等转授通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该联席保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他

人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、联席保荐人及整体协调人有权取消本协议及本协议项下各方的所有责任即告终止。

10.17 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.
各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. GOVERNING LAW AND JURISDICTION | 管辖法律和司法管辖权

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong. 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.
因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或其无效（「**争议**」）须根据于递交仲裁申请之日具有效力的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地点须为香港。将有三位仲裁员及仲裁程序中使用的语言为英文。仲裁庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有的向任何司法当局提出任何形式上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及对任何一方未能遵守仲裁庭在这方面的命令作出损害赔偿裁决。

12. IMMUNITY | 豁免

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.
倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或国家地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达诉讼文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）的其他诉讼、讼案或法律程序或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

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.
本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.
兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

FOR AND ON BEHALF OF:
代行且代表：
SHOUHUI GROUP LIMITED
手回集团有限公司

By签字：

Name: Yao Guang | 姓名：光耀

Title: Director | 职位：董事

FOR AND ON BEHALF OF:
代行且代表:
HiTai (Hong Kong) Limited
海泰(香港) 有限公司

By签字:

Name|姓名:

Title|职位:

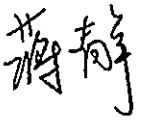
FOR AND ON BEHALF OF:
代行且代表：
CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED
中国国际金融香港证券有限公司

By签字: 陈宛

Name|姓名: 陈宛 WAN CHEN.

Title|职位: 董事总经理 Managing Director

FOR AND ON BEHALF OF:
代行且代表：
HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED
华泰金融控股（香港）有限公司

By 签字: 

Name|姓名: Jing Jiang 蒋静

Title|职位: Executive Director 执行董事

FOR AND ON BEHALF OF:
代行且代表:
CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED
中国国际金融香港证券有限公司
As attorney for and on behalf of CCB International Capital Limited
作为授权人代行且代表建银国际金融有限公司

By签字: 陈宛

Name|姓名: 陈宛 WAN CHEN

Title|职位: 董事总经理 Managing Director

FOR AND ON BEHALF OF:
代行且代表：
HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED
华泰金融控股（香港）有限公司
as attorney for and on behalf of CCB Intentional Capital Limited
作为授权人代行且代表建银国际金融有限公司

By签字:

Name|姓名: Jing Jiang

Title|职位: Executive Director

SCHEDULE 1 - INVESTOR SHARES | 投资者股份

Number of Investor Shares
投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 5,000,000 (calculated using the Hong Kong dollar: US dollar exchange rate quoted in the Prospectus) (inclusive of the Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 400 Shares.
投资者股份数目应等于(1) 相当于5,000,000美元的港元（采用招股章程中引述的港元兑美元汇率计算）（并且已包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2) 发售价，向下约整至最接近400股股份的整数每手买卖单位。

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 Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering – The Hong Kong Public Offering – Reallocation and clawback" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (ii) the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the relevant minimum requirements the placing guidelines set out in Appendix F1 to the Listing Rules.
根据《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中「全球发售架构—香港公开发售—重新分配及回补」一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人、联席保荐人及本公司可全权绝对酌情调整投资者股份数目，以符合(i)上市规则第8.08(3)条项下上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%的规定；(ii) 上市规则第8.08(1)条规定或联交所另行批准的最低公众持股量；或(iii)上市规则附录F1 所载的配售指引的相关最低要求。

SCHEDULE 2 - PARTICULARS OF INVESTOR | 投资者详情

The Investor 投资者

Place of incorporation: 注册成立地：	Hong Kong 香港
Certificate of incorporation number: 注册证书编号：	76731043
Business registration number: 商业登记号码：	76731043-000-06-24-0
Principal activities: 主要业务：	Equity investment management 股权投资管理
Ultimate controlling shareholder: 最终控股股东：	Tianjin Haitai Capital Investment Management Co., Ltd. 天津海泰资本投资管理有限公司
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册地：	The People's Republic of China 中华人民共和国
Business registration number of ultimate controlling shareholder: 最终控股股东的商业登记号码：	91120116238998288F
Principal activities of ultimate controlling shareholder: 最终控股股东的主要业务：	Private equity investment fund management, venture capital fund management services (must complete registration and filing with the China Securities Investment Fund Association before engaging in business activities); investment management; use private equity funds to engage in equity investment, investment management, asset management and other activities (must complete registration and filing with the China Securities Investment Fund Association before engaging in business activities): venture capital (limited to investment in unlisted companies); technical services, technology development, technology consulting, technology exchanges and technology transfer, technology promotion: computer and communication equipment leasing; non-residential real estate leasing; house leasing, and engaging in investment activities with own funds. (Projects that require approval according to the law may only carry out business activities after approval by relevant departments) 私募股权投资基金管理、创业投资基金管理服务（须在中国证券投资基金业协会完成登记备案后方可从事

	经营活动）；投资管理；以私募基金从事股权投资、投资管理、资产管理等活动（须在中国证券投资基金业协会完成登记备案后方可从事经营活动）；创业投资（限投资未上市企业）技术服务、技术开发、技术咨询、技术交流技术转让、技术推广；计算机及通讯设备租赁；非居住房地产租赁；住房租赁，以自有资金从事投资活动。（依法须经批准的项目，经相关部门批准后方可开展经营活动）
Shareholder and interests held: 股东及持有之权益：	100%
Description of the Investor for insertion in the Prospectus: 投资者在招股章程中的描述：	HiTai HK is a company incorporated in Hong Kong. Its principal activity is equity investment management, with a focus on the high-tech industry, financial industry, health industry, and new energy projects. HiTai HK participated in the global offering of MOKINGRAN JEWELLERY GROUP CO., LTD. (stock code: 2585) as a cornerstone investor in 2024. As of December 31, 2024, it had total asset under management of approximately RMB59 million. HiTai HK is a wholly-owned subsidiary of Tianjin Haitai Capital Investment Management Co., Ltd. (天津海泰資本投資管理有限公司) (**"Tianjin Haitai Capital"**), which is a wholly-owned subsidiary of Tianjin Haitai Group Co., Ltd.* (天津海泰控股集團有限公司) (**"Tianjin Haitai Group"**), which in turn is owned as to 91.1522% by the management committee of Tianjin Binhai High-Tech Industrial Development Zone* (天津濱海高新技術產業開發區管理委員會) and 8.8478% indirectly owned by the Tianjin Finance Bureau (天津市財政局). Tianjin Haitai Group is a large-scale state-owned enterprise in Tianjin City and is principally engaged in activities including technology development, consulting and infrastructure construction. To the best of the Company's knowledge and belief, HiTai HK and its ultimate beneficial owners are Independent Third Parties.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or	Cornerstone investor 基石投资者 N/A[1]

[1] Include all relevant investor categories: (i) existing or past employee of the issuer, (ii) customer or client of the issuer; (iii) supplier of the issuer; (iv) independent price setting investor (as defined in Chapter 18C of the Listing Rules); (v) discretionary managed portfolio (as defined in Appendix F to the Listing Rules); (vi) discretionary trust; (vii) PRC governmental body (as defined in Appendix 6 to the Listing Rules); (viii) connected client (as defined under Appendix F to the Listing Rules); (ix) existing shareholder, director or close associate (as defined in Chapter 1 of the Listing Rules); (x)

required to be disclosed by the FINI interface in relation to placees: 相关投资者类别（根据要求包含在联交所FINI获配售人名单模板或披露于FINI界面与获配售人相关的信息：	

sponsor or close associate; (xi) underwriter and/or distributor or its close associate; or (x) non-SFC-authorized fund.

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

MAY 20, 2025
2025年5月20日

SHOUHUI GROUP LIMITED（手回集团有限公司）

AND 及

TALLER INDUSTRIAL CO., LIMITED（韜越實業有限公司）

AND及

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

AND及

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED（华泰金融控股（香港）有限公司）

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THIS AGREEMENT (this "**Agreement**") is made on May 20, 2025
本协议（本「**协议**」）于2025年5月20日订立

BETWEEN:
订约方：

(1) **SHOUHUI GROUP LIMITED**, formerly known as SHOUHUI TECH LIMITED, a company incorporated in the Cayman Islands with limited liability, whose registered office is at 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands (the "**Company**");

手回集团有限公司，前称手回科技有限公司，一家在于开曼群岛注册成立的有限公司，其注册办事处位于89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands（「**本公司**」）；

(2) **TALLER INDUSTRIAL CO., LIMITED**, a company incorporated in Hong Kong whose registered office is at Unit D52, 3/F, Wong King Industrial Building, No. 2 Tai Yu Street, Kowloon, Hong Kong (the "**Investor**");

韬越實業有限公司，一家在香港注册成立的公司，其注册办事处位于香港九龙大有街2-4号旺景工业大厦3层D52室（「**投资者**」）；

(3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street Central Hong Kong (**"CICC"**); and

中国国际金融香港证券有限公司，位于香港中环港景街1号国际金融中心一期29层（「**中金公司**」）；及

(4) **HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED** of 62/F, The Center 99 Queen's Road Central, Hong Kong (**"Huatai"**, together with CICC, the **"Joint Sponsors"** and each a **"Joint Sponsor"**).

华泰金融控股（香港）有限公司，位于香港皇后大道中99号中环中心62层（「**华泰**」，连同中金公司单称或合称为「**联席保荐人**」）。

WHEREAS:

鉴于：

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

本公司申请其股份（定义见下文）以全球发售（「**全球发售**」）方式于联交所（定义见下文）上市，有关发售包括：

(i) a public offering by the Company for subscription of 2,436,000 Shares (as defined below) by the public in Hong Kong (the "**Hong Kong Public Offering**"), and

本公司作出的公开发售，以供香港公众认购2,436,000股股份（定义见下文）（「**香港公开发售**」）；及

(ii) a conditional placing of 21,922,400 Shares (assuming the Over-allotment Option is not exercised) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者），有条件配售本公司提呈的21,922,400股股份（假设超额配股权未获行使）（「**国际发售**」）。

(B) CICC and Huatai are acting as the joint sponsors and sponsor-overall coordinators (as defined in the Listing Rules), and CICC, Huatai and CCB International Capital Limited ("**CCBI**", together with CICC and Huatai, the "**Overall Coordinators**" and each an "**Overall Coordinator**") are acting as the overall coordinators and capital market intermediaries of the Global Offering.
中金公司和华泰担任联席保荐人及保荐人兼整体协调人（定义见《上市规则》），而中金公司、华泰和建银国际金融有限公司（「**建银国际**」，连同中金公司及华泰，单称或合称为「**整体协调人**」）担任全球发售的整体协调人及资本市场中介人。

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

投资者有意根据及受限于本协议所载的条款和条件，于国际发售中认购投资者股份（定义见下文）。

IT IS AGREED as follows:
兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS | 定义及释义

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:
在本协议（包括其附表及其序文）中，除非文义另有所指下述各个词语和表达具有下述涵义：

"**affiliate**" in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;
除非文意另有所指，就特定个人或实体而言，「**联属人士**」指通过一层或多层中介直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词（包括「受……控制」及「与……受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约抑或其他方式；

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong;
「**会财局**」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之金额；

"**Approvals**" has the meaning given to it in clause 6.2(f);
「**批准**」具有第6.2(f)条所给予的涵义；

"**associate/close associate**" shall have the meaning ascribed to such term in the Listing Rules and "**associates/close associates**" shall be construed accordingly;
「**联系人／紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人／紧密联系人**」须据此解释；

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);
「**经纪佣金**」指按费用规则（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金；

"**business day**" means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

"**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建立和运作的香港中央结算及交收系统；

"**Closing**" means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;
「**交割**」指根据本协议条款和条件认购投资者股份的交割；

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
「**《公司条例》**」指《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);
「**《公司（清盘及杂项条文）条例》**」指《公司（清盘及杂项条文）条例》（香港法例第32章）；

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;
「**关连人士／核心关连人士**」具有《上市规则》赋予该词的涵义，复数形式的「**关连人士／核心关连人士**」须据此解释；

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;
「**关联关系**」具有《中证监备案规则》赋予该词的涵义；

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong);
「**《合约（第三者权利）条例》**」指《合约（第三者权利）条例》（香港法例第 623章）；

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;
「**控股股东**」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释；

"**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;
「**《中证监备案规则》**」指《境内企业境外发行证券和上市管理试行办法》以及中国证监会发布的经不时修订、补充或以其他方式修改的配套指引；

"**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 the Overall Coordinators shall notify the Investor in accordance with clause 4.3;
「**延迟交付日期**」指在香港公开发售和国际发售包销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第4.3条通知投资者的较晚日期；

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly;
就任何相关股份而言，「**处置**」包括直接或间接：

(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), 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
对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券中的、或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置购股权、合约、认股权证或权利的购股权或合约，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
订立任何掉期或其他安排以向他人全部或部分转让该等相关股

份或该等其他证券或当中任何权益的任何经济后果或所有权权能；或

(iii) 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)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

(iv) 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;
同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将通过交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券，而以现金或以其他方式结算；及「**处置**」须相应解释；

"**FINI**" shall have the meaning ascribed to such term to in the Listing Rules;
「**FINI**」具有《上市规则》赋予该词的涵义；

"**Global Offering**" has the meaning given to it in Recital (A);
「**全球发售**」具有序文(A)所给予的涵义；

"**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);
「**有关政府部门**」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、自我监管组织或其他非政府监管当局，或任何法院、司法机关、审裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、证监会及中国证监会）；

"**Group**" means the Company, its subsidiaries, consolidated affiliated entities and their respective predecessors;
「**本集团**」指本公司、其附属公司、合并联属实体及其各自得前身；

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;

「**港元**」指香港的法定货币；

"**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**」具有序文(A)所给予的涵义；

"**Indemnified Parties**" has the meaning given to it in clause 6.5, and "**Indemnified Party**" shall mean any one of them, as the context shall require;
「**获弥偿方**」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的「**获弥偿方**」指他们中的任何一个获弥偿方；

"**International Offering**" has the meaning given to it in Recital (A);
「**国际发售**」具有序文(A)所给予的涵义；

"**International Offering Circular**" means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;
「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

"**Investor-related Information**" has the meaning given to it in clause 6.2(h);
「**投资者相关信息**」具有第6.2(h)条所给予的涵义；

"**Investor Shares**" means the number of Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;
「**投资者股份**」指在国际发售中可供投资者根据本协议条款和条件认购的股份数目，其根据附表一的规定进行计算，并由本公司及整体协调人厘定；

"**Laws**" means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;
「**法律**」指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、证监会和中国证监会）的所有法律、法规、立法、条例、管理办法、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

"**Levies**" means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee

of 0.00565% (or the prevailing trading fee on the Listing Date), and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;
「**征费**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）及0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%的会财局交易征费（或上市日期当时的交易征费）；

"**Listing Date**" means the date on which the Shares are initially listed on the Main Board of the Stock Exchange;
「**上市日期**」指股份首次于联交所主板上市的日期；

"**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》及联交所的上市决定、指引和其他要求，均经不时修订、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条所给予的涵义；

"**Offer Price**" means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered pursuant to the Global Offering;
「**发售价**」指根据全球发售拟发售的每股股份的最终港元价格（不包括经纪佣金和征费）；

"**Over-allotment Option**" has the meaning given to it in the International Offering Circular;
「**超额配售权**」具有国际发售通函所给予的涵义；

"**Parties**" means the named parties to this Agreement, and "**Party**" shall mean any one of them, as the context shall require;
「**各方**」指本协议指明的各方；及在文意所需之处，「**一方**」指他们中的任何一方；

"**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，仅就本协议而言，不包括中国香港、澳门特别行政区和台湾；

"**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**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

"**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部所给予的涵义；

"**Prospectus**" means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;
「**招股章程**」指本公司就香港公开发售拟在香港发出的最终招股章程；

"**Public Documents**" means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;
「**公开文件**」指国际发售的初步发售通函和国际发售通函，本公司就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）；

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;
「**人民币**」指中国法定货币人民币；

"**Regulators**" has the meaning given to it in clause 6.2(h);
「**监管机构**」具有第6.2(h)条所给予的涵义；

"**Relevant Shares**" means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);
「**相关股份**」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益；

"**Securities Act**" means the United States Securities Act of 1933, as amended;

「**《证券法》**」指经修订的《1933年美国证券法》；

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

"**Shares**" means the ordinary shares in the share capital of the Company having a nominal value of US$0.00001 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;
「**股份**」指本公司股本中的普通股，每股面值为0.00001美元，以港元进行交易，并拟在证券交易所上市；

"**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》所给予的涵义；

"**U.S.**" and "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
「**美国**」指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

"**US$**" or "**US dollar**" means the lawful currency of the United States; and
「**美元**」指美国的法定货币；及

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.
「**美国人士**」具有《证券法》S规例所给予的涵义。

1.2 In this Agreement, unless the context otherwise requires:
在本协议中，除非文意另有所指，否则：

(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;
凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
索引、条款和附表标题仅为方便而设，不得影响本协议的解

释或释义；

(c) 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;
序文及附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文及附表；

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:
凡提述法规、法定条文、规例或规则之处均包括提述：

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
根据任何法规、条文、规例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及

(iii) to any subordinate legislation made under it;
据此作出的任何附属立法；

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

(h) 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);
凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

(i) 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
凡提述「**包括**」之处须分别解释为包括但不限于；及

(j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.
凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. INVESTMENT | 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:
在满足下文第3条所述条件（或由各方共同宽免，但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、联席保荐人和整体协调人予以宽免）后及在本协议其他条款和条件的规限下：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their respective affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
根据国际发售和作为国际发售的一部分，通过整体协调人及／或其各自的联属人士(以其作为国际发售相关部分的国际承销商的国际代表之身份)，投资者将按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及／或交付（视情况而定）或

促使分配及／或交付（视情况而定）投资者股份；且

(b) 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、经纪佣金和征费。

2.2 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:
投资者可藉在不迟于上市日期前三(3)个营业日向本公司、联席保荐人和整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(i)并非美国人士；(ii)位于美国境外；及(iii)根据《证券法》S规例在离岸交易中收购投资者股份，但前提是：

(a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
投资者须促使该全资附属公司于该日向本公司、联席保荐人和整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；且

(b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.
投资者(i)无条件及不可撤销地向本公司、联席保荐人和整体

协调人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效的弥偿并使各获弥偿方获得弥偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Joint Sponsors or the Overall Coordinators any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Joint Sponsors or the Overall Coordinators 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.
投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、联席保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、联席保荐人或整体协调人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 The Company and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.
本公司及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.
本公司及整体协调人（为他们自身和代表全球发售承销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. CLOSING CONDITIONS | 交割条件

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the

conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:
投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司及整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方宽免各项下述条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、联席保荐人和整体协调人予以宽免）为条件：

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
本公司及整体协调人（为他们自身和代表全球发售承销商）已议定发售价；

(c) the Listing Committee of the Stock Exchange having granted the listing of, and permission to deal in, the Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;
联交所上市委员会已批准股份上市及允许买卖股份（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所买卖前未被撤销；

(d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未

作出阻止或禁止完成该等交易的有效命令或禁制令；且

(e) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are accurate and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.
投资者在本协议下的各项声明、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to subscribe, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the representations, warranties and undertakings and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.
倘各方于本协议日期后180天（或本公司、投资者、联席保荐人及整体协调人可能书面约定的其他日期）当日或之前未能履行或宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、联席保荐人及整体协调人予以宽免），投资者认购及本公司及整体协调人发行、配发、配售、分配及／或交付（视情况而定）或安排发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方退还（不计付利息）予投资者（一旦在商业上可行，应当即刻完成款项的退还，在任何情况下，款项的退还需在以本协议终止日为首日起算的30日内完成），而本协议将停止及终止，本公司、联席保荐人及／或整体协调人承担的一切义务及责任将结束及终止；惟本协

议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者在本协议项下作出的声明、保证及承诺和确认的行为。

3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.
投资者确认，无法保证全球发售将会完成或不会被延迟或终止，或者发售价将在公开文件规定的指示性范围内，若全球发售被延迟或终止、未能进行或在所预期的日期及时间前因故未完成或根本无法完成或发售价不在公开文件规定的指示性范围内，则本公司、联席保荐人或整体协调人对投资者概不承担任何责任。投资者特此放弃由于全球发售被延迟或终止、未能进行或在所预期的日期及时间前因故未完成或根本无法完成或发售价不在公开文件规定的指示性范围内，而向本公司、整体协调人及／或联席保荐人或其各自的联属人士提起任何申索或诉讼的任何权利（如有）。

4. CLOSING | 交割

4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as 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 the Overall Coordinators.
受第3条及第4条规限，投资者将根据全球发售及作为全球发售一部分，通过整体协调人（及／或他们各自的联属人士）以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，或于延迟交付日期，按本公司及整体协调人决定的时间及方式予以认购。

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall

Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
投资者须按上市日期上午8点（香港时间）或之前，以同日收款入账方式以立即可用资金以港元通过电汇向整体协调人于上市日期前不迟于一(1)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额，连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the "**Delayed Delivery Date**") later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors Shares as specified in clause 4.2.
倘若整体协调人全权酌情决定于迟于上市日期的某一个日期（「**延迟交付日期**」）向投资者交付全部或任何部分股份，整体协调人须(i)于上市日期之前不迟于两(2)个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)于实际延迟交付日期之前不迟于两(2)个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于行使超额配售权最后一日后三(3)个营业日。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载就投资者股份作出支付。

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.
根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前或根据第4.3条厘定的延迟交付日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators 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.
在不损害第4.3条的原则下，投资者股份亦可以本公司、联席保荐人、整体协调人及投资者通过书面协定的任何其他方式进行交付，前提是投资者股份的交付不得迟于可行使超额配股权的最后一天之后三(3)个营业日。

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its respective 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.
倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及联席保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、整体协调人及联席保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及联席保荐人因投资者未能遵守于本协议下的义务而针对他们提出的任何索赔要求的权利）。在任何情况下，投资者根据第6.5条按除税后基准就各获弥偿方因投资者未能悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，就此向他们作出弥偿，使其免受损害，并保持其悉数获得弥偿。

4.7 In the event that the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders, cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement under Rule 8.08(3) of the Listing Rules.
如果未能符合上市规则第8.08(3)条项下上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比，不得超

过50%的规定，联席保荐人、整体协调人及本公司有权全权绝对酌情调整投资者将予购买的投资者股份数目的分配，以符合上市规则第8.08(3)条的规定。

5. RESTRICTIONS ON THE INVESTOR | 对投资者的限制

5.1 Subject to clause 5.2, the Investor agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor 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"**), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.
在第5.2条的规限下，投资者与本公司、联席保荐人及整体协调人议定、契诺并向其承诺，未经本公司、联席保荐人及整体协调人各自的事先书面同意，投资者不会（不论直接或间接）自上市日期（包括该日）起至上市日期后六(6)个月（包括该日）止的期限内（「**禁售期**」）的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益；(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

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条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

(a) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
在进行该转让之前，该全资附属公司给予书面承诺（致达本公司、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受

投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
该全资附属公司须被视为已给予第6条规定的相同承认、确认、承诺、声明和保证；

(c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；

(d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators 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
若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（致达本公司、联席保荐人及整体协调人及按令他们满意的条款以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别地承担本协议项下所有责任及义务；且

(e) such wholly-owned subsidiary is (i) not 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 under the Securities Act.
该全资附属公司(i)不是美国人士；(ii)目前位于美国境外，及(iii)根据《证券法》S规例在离岸交易中收购相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators , 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.
投资者同意及承诺，除非取得本公司、联席保荐人及整体协调人的事先书面同意，投资者及其紧密联系人直接及间接于本公司全部已发行股本中拥有的总股权应始终低于本公司全部已发行股本的10%（或于《上市规则》中不时就「**主要股东**」的界定规定的其他百分比）。

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators , provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering.
投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、联席保荐人和／或整体协调人合理请求向本公司、联席保荐人和整体协调人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联系人及其实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份。

5.5 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 shareholders of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents.
投资者及其联属人士、董事、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《

上市指南》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函）。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES | 承认、声明、承诺和保证

6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:
投资者向本公司、联席保荐人和整体协调人分别承认、同意和确认：

(a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
本公司、联席保荐人、整体协调人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将进行或完成（在任何特定期间内进行或完成或根本无法进行或完成），或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；

(b) 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、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提

述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及展示；

(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 the Overall Coordinators;
根据《上市规则》要求或在 FINI上向联交所提交的有关投资者的信息将会与公司、联交所、证监会、中国证监会以及其他必要的监管机构共享，并将包括于在 FINI 上向整体协调人披露的汇总承配人名單中；

(d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

(e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
基于以下前提，投资者股份将由投资者通过整体协调人及/或其联属人士以他们作为国际发售的国际承销商的国际代表之身份认购；

(f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；

(g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, 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根据《上市规则》第18项应用指引、《上市指南》第4.14章在国际发售与香港公开发售之间的重新分配股份，或联交所可能批准及不时适用于本公司的其他比例影响；

(h) the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (ii) the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the relevant minimum requirements the placing guidelines set out in Appendix F1 to the Listing Rules;
整体协调人、联席保荐人及本公司可全权绝对酌情调整投资者股份数目，以符合(i)上市规则第8.08(3)条项下上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过50%的规定；(ii)上市规则第8.08(1)条规定或联交所另行批准的最低公众持股量；或(iii)上市规则附录F1所载的配售指引的相关最低要求；

(i) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators 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;
于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人及/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及/或拟与该等投资者订立协议；

(j) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
投资者股份尚未亦将不会根据《证券法》或美国的任何州或其他司法管辖区证券法律登记，且不得在美国或向或为了任何美国人士的利益直接或间接地发售、转售、质押或另行转让投资者股份（除非根据有效的注册登记表或豁免遵守《证券法》注册规定或于不受该等规定规限的交易中），也不得在任何其他司法管辖区进行，除非该司法管辖区的适用法律允许；

(k) 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 under the Securities Act) in accordance

with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
其明白及同意，仅可依据S规例在美国境外于「离岸交易」（定义见《证券法》S规例）中转让投资者股份，及在各种情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

(l) it understands that none of the Company, the Overall Coordinators, the Joint Sponsors or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其明白，本公司、整体协调人、联席保荐人或国际发售的任何国际承销商均无就《证券法》下第144条或用于后续再发售、转售、质押或转让投资者股份的任何其他可用豁免的可适用性作出任何声明；

(m) 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;
除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(n) 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(m)) 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(m)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息（定义见《证券及期货条例》）的信息，及其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（「**获授权接收人**」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向其获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不得、且将确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或交易股份或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

(o) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完善，及投资者在决定是否投资投资者股份时不得依赖该等信息或材料。为免生疑问：

(i) 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;
招股章程草案或初步发售通函草案或可能提供予投资者及/或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及/或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

(ii) 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
不得依据初步发售通函草案或招股章程草案或可能提供（不论书面或口头）予投资者及/或其代表的任何其他材料作出或接受认购、收购或购买任何股份或其他证券的要约或邀请；及

(iii) 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);
初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

(p) 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;

本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；

(q) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
其已获其认为对评估认购投资者股份的投资价值及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的投资价值及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供投资者要求或代投资者要求的关于投资者股份之投资的所有文件和信息；

(r) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
在作出投资决定时，投资者仅已或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及／或整体协调人（包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、联席保荐人、整体协调人及其各自董事、高级

人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖国际发售通函中未载列的任何信息或材料，或因国际发售通函中未载列的任何信息的任何其他原因而曾经或将会对投资者或其董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

(s) none of the Joint Sponsors, the Overall Coordinators, 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 members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;
联席保荐人、整体协调人、其他全球发售的承销商及其各自董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的投资价值、认购、购买或发售投资者股份，或本公司或本集团的成员的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的投资价值、认购、购买或发售投资者股份，或本公司或本集团的成员的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

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

投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规 则》、有关其（直接或间接）出售其（直接或间接）为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；

(u) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the other underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, officers, employees, advisors or representatives takes any responsibility as to any tax, legal, currency or other economic or other consequences of the subscription of or in relation to any dealings in the Investor Shares;
其已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资者股份之投资相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或安慰，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、董事、高级人员、雇员、顾问或代表均不对认购投资者股份或有关交易投资者股份的任何税务、法律、货币或其他经济或其他后果承担责任；

(v) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors and the Overall Coordinators have made no assurances that a public market will ever exist for the Investor Shares;
其明白，投资者股份目前并无公开市场，及本公司、联席保荐人及整体协调人并未就将存在投资者股份的公开市场作出担保；

(w) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
若全球发售被延迟或终止或因故未完成，则本公司、联席保荐人、整体协调人或其各自任何联系人、联属人士、董事、高级人员、雇员、顾问、代理或代表概不对投资者或其附属公司负有任何法律责任；

(x) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; and (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and
本公司及整体协调人对变更或调整(i)全球发售项下待发行的股份股数；及(ii)香港公开发售及国际发售项下分别待发行的股份股数；且

(y) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date.
投资者已同意于上市日期上午8点（香港时间）或之前，支付总投资金额及有关经纪佣金和征费。

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Joint Sponsors and the Overall Coordinators that:
投资者向本公司、联席保荐人及整体协调人进一步声明、保证及承诺：

(a) it has been duly incorporated and is validly existing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
其已依据其注册成立地点的法律妥为注册成立，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；

(b) 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、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

(c) 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;
其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；

(d) 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;
本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；

(e) 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;
其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

(f) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained, and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Joint Sponsors and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用及不被无效、撤销、撤回或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，如果任何该等批准不再具备十足效力及作用或因任何原因无效、撤销、撤回或搁置，将立即以书面形式通知公司、联席保荐人和整体协调人；

(g) the execution and delivery of this Agreement by the Investor, and

the performance by the Investor 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，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；

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

the Joint Sponsors, the Overall Coordinators and their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按任何也监管机构的要求在时限内向联交所（包括在FINI上）、证监会、中国证监会及/或其他政府、公共、货币或监管当局或机构或证券交易所（「**监管机构**」）提供信息，或促使或促致直接或间接通过本公司、联席保荐人及／或整体协调人向监管机构提供其所要求的信息（包括(i) 投资者及其最终实益拥有人和/或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名字及公司注册地点）；(ii) 本协议项下拟进行的交易（包括但不限于投资者股份认购详情、投资者股份数量、总投资金额以及本协议项下的禁售限制）；(iii) 涉及投资者股份的任何互换安排或其他金融或投资产品及其详细信息（包括但不限于认购者及其最终实益拥有人以及该互换安排或其他金融或投资产品的提供者的身份信息）及/或(iv) 投资者或其实益拥有人和联系人与本公司及其任何股东之间的任何关联关系）（「**投资者相关信息**」），并接受及同意该等信息的披露。投资者进一步授权本公司、联席保荐人、整体协调人或其各自联属人士、董事、高级人员、雇员、顾问及代表向监管机构披露投资者相关信息及/或于其他《上市规则》或适用法律或有关监管机构要求的任何公开文件或公告或文件中披露；

(i) 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;
投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的投资价值及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；

(j) 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 any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;
其常规业务为买卖股份或债权证，或其是专业投资者，及通过订立本协议，其不再为有关本协议下拟议的交易的任何联席保荐人或整体协调人的客户；

(k) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级人员；

(l) if it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
若于美国境外认购投资者股份，其于《证券法》下S规例所指「离岸交易」中如此行事且其并非美国人士；

(m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
投资者于获豁免遵守或无须适用《证券法》下登记规定的交易中认购投资者股份；

(n) the Investor and its beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close

associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
投资者及其实益拥有人及/或联系人(i)为独立于本公司的第三方；(ii)（无论投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在任何关系）并非本公司的关连人士（定义见《上市规则》）或其联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士（定义见《上市规则》），及将在紧接本协议完成后独立于有关控制本公司的关连人士或不会与该等人士一致行事（定义见《香港公司收购及合并守则》）；(iii)有财务能力履行本协议项下的所有义务；(iv)并非受(a)本公司的任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司的任何董事、最高行政人员、主要股东或现有股东或其任何子公司，或任何其紧密联系人（定义见《上市规则》）直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收任何该等人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令；及(v)与本公司或其任何股东不存在关联关系，除非向本公司、联席保荐人、整体协调人另行书面披露；

(o) each of the Investor, its beneficial owner(s) and/or associates is not a "connected client" of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the underwriters of the Global Offering, the lead broker or any distributors. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
投资者、其实益拥有人及/或联系人均非联席保荐人、整体协调人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

(p) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term **"discretionary managed portfolio"** shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语「**全权管理投资组合**」具有《上市规则》附录F1（《股本证券的配售指引》）

赋予其的涵义；

(q) neither the Investor, , its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
投资者、其实益拥有人及其各自联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事或当前股东或上述任何人士的代名人；

(r) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
除事先书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于 (a) 联交所FINI获配售人名单模板或FINI界面或上市规则要求披露有关获配售人的任何获配售人类别（"基石投资者"除外）；或 (b) 根据《上市规则》（包括《上市规则》第12.08A 条）规定须在本公司的配发结果公告中注明的任何获配售人类别；

(s) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S under the Securities Act) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
投资者并未及将不会就分销股份与任何「分销商」（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(t) 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》）及《上市指南》第4.15章；

(u) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is

independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司任何关连人士、任何联席保荐人或整体协调人、或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；

(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;
除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；

(w) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
除事先向本公司、联席保荐人及整体协调人书面披露外，投资者、其实益拥有人及／或联系人并未订立及将不会订立涉及投资者股份的任何互换安排或其他金融或投资产品；且

(x) it acknowledges and understands the Professional Investor Treatment Notice as set out in Schedule 3 to this Agreement.
其承认及明白本协议附表3中列出的被视作专业投资者对待的通知。

6.3 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation

relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange (including on FINI), the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

投资者向本公司、联席保荐人及整体协调人声明及保证，附表二所载有关其及其所属的公司集团的说明及向监管机构提供及/或监管机构及/或任何本公司联席保荐人及整体协调人及其各自的联属人士要求的投资者相关信息在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的前提下，若在本公司、联席保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司或联席保荐人及／或整体协调人代表本公司可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及／或本公司、联席保荐人及／或整体协调人合理要求的其他事宜的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或有权监管机构（包括联交所（包括在FINI上）、证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

6.4 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, the Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, 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, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者明白，依据香港法律及美国证券法及其他规定须作出第6.1及

6.2条所载声明及承认。投资者承认，本公司、联席保荐人、整体协调人、其他全球发售的承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、联席保荐人及整体协调人。

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
投资者同意及承诺，在经要求后，对由于投资者或其各自高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、联席保荐人、整体协调人及其他全球发售的承销商（代表自身或以信托的形式代表各自联属人士）、《证券法》所指控制其的任何人士以及各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或证明的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能以此为依据或以其他方式因此或就此对任何该等申索、诉讼或法律程序或于该等申索、诉讼或法律程序中争辩或辩护而蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 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.
投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、

确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 The Company represents, warrants and undertakes that:
本公司声明、保证及承诺：

(a) it has been duly incorporated and is validly existing under the laws of the Cayman Islands;
其依据开曼群岛法律妥为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 perform its obligations under this Agreement;
其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；

(c) 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 Shares then in issue and to be listed on the Stock Exchange;
在第5.1条所载付款及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位；

(d) none of the Company and its controlling shareholders, any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investor or its affiliates, directors, officers, employees or agents; and
概无本公司及其控股股东、本集团任何成员及其各自的联属人士、董事、监事、高级人员、雇员及代理与任何投资者及其联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指南》第4.15章）不一致的任何安排或协议（包括任何附函）；且

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, officers, employees 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.
除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 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 the Shares in the International Offering.
本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的股份的其他投资者相同的权利。

7. TERMINATION | 终止

7.1 This Agreement may be terminated:
本协议可：

(a) in accordance with clauses 3.2 or 4.6;
根据第3.2条或第4.6条予以终止；

(b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or
倘若投资者于国际发售交割或（如适用）延迟交付日期或在此之前严重违反本协议（包括投资者（或根据第 5.2 条转让投资者股份情况下的投资者的全资子公司）严重违反本协议下的声明、保证、承诺及确认），则由本公司或每一联席保荐人及整体协调人（尽管本协议中任何条文存在相反的规定）单方予以终止；或

(c) with the written consent of all the Parties.
经全体各方书面同意予以终止。

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. Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.
倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得针对该等其他方提出任何申索（前提是不损害任何一方于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任）。尽管有上述规定，第 6.5 条以及投资者提供的赔偿在本协议终止后仍然有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY | 公告及机密性

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除本协议以及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人、及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors and/or the Overall Coordinators is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
联交所、中国证监会、证监会及／或本公司、联席保荐人及／或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司将或代表本公司发行的公开文件及本公司或联席保荐人及／或整体协调人代表本公司将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees,

representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and
该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 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.
或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何有关政府部门或机构（包括联交所、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递交给香港公司注册处以作登记及使之可展示）或任何主管的有关政府部门的任何具法律约束力的判决、指令或规定被要求作出。

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、联席保荐人及整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor

and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators 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, the Joint Sponsors, the Overall Coordinators and their respective counsels.
本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、联席保荐人、整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC .
投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、联席保荐人或整体协调人可合理要求的与之有关或涉及其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步数据及／或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令公司、联席保荐人及/或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、证监会和中国证监会在内的主管监管机构的要求。

9. NOTICES | 通知

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:
本协议下交付的所有通知须以中文或英文书面作出，并按照第9.2条规定的方式发送至以下地址：

If to the Company, to:
若发送至本公司，则发送至：

Address: 20/F, Building 4, Shnzhen New Generation Industrial Park, No. 136, Zhongkang Road, Meidu Community, Meilin Street, Futian District, Shenzhen | 地址：深圳市福田区梅林街道梅都社区中康路136号新一代产业园4栋20层
Email Address: house@shouhui-tech.com | 电子邮件：house@shouhui-tech.com
Attention: Guang Yao | 收件人：光耀

If to the Investor, to:
若发送至投资者，则发送至：

Address: 6D, Gongkan Building, No. 8, Keji South 8th Road, Yuehai Sub-district, Nanshan District, Shenzhen | 地址：深圳市南山区粤海街道科技南8路8号工勘大厦6D
Email Address: pangxiaoli@jiudeernj.com | 电子邮件：pangxiaoli@jiudeernj.com
Attention: Pang Xiaoli | 收件人：庞晓莉

If to CICC, to:
若发送至中金公司，则发送至：

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong | 地址：香港中环港景街1号国际金融中心一期29层
Email Address: IB_Project_Yixin2023@cicc.com.cn | 电子邮件：IB_Project_Yixin2023@cicc.com.cn
Attention: Project Yixin Deal team members | 收件人：Yixin 项目组成员

If to Huatai, to:
若发送至华泰，则发送至：

Address: 62/F, The Center 99 Queen's Road Central, Hong Kong | 地址：香港皇后大道中99号中环中心62楼
Email Address: ProjectYixin@htsc.com | 电子邮件：ProjectYixin@htsc.com
Attention: Project Yixin Deal team | 收件人：Yixin 项目团队

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, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.
本协议下的任何通知须以专人递送、电邮或预付邮件的方式发送。

任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；则为收到确认发出之时；若通过电子邮件发送，如果没有收到未送达讯息，则为发出之时；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. GENERAL | 一般条款

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
各方确认及陈述已正式获其授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方无需法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
本协议中规定的各联席保荐人和整体协调人的义务是个别的（而不是共同的或共同及个别的）。联席保荐人或整体协调人均不对任何其他联席保荐人或整体协调人未能履行其各自在本协议下的义务负责，而这种未能履行不影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人及整体协调人应有权单独地或共同地执行其在本协议下的任何或所有权利。

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
除明显错误外，就本协议而言，本公司及整体协调人真诚作出的有

关投资者股份数目及发售价的计算及决定为最终计算及决定。

10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
投资者、本公司、联席保荐人及整体协调人在为本协议目的或就本协议而需要或可能需要向第三方发送任何通知或获取第三方同意及/或批准时应通力合作。

10.5 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.
除非经全体各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。

10.6 This Agreement will be executed in the English language only. In the event of any discrepancies or inconsistencies between the English and Chinese versions of this Agreement, the English version shall prevail.
本协议将仅以英文签署。倘本协议中英文版本出现歧义或不一致的地方，应以英文版本为准。

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人/卖方及相关受让人/买方平摊。

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

10.9 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.
除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。

10.10 Other than the non-disclosure agreement entered into by the Investor, this

Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

(a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
未经第10.11(a)条所提述之人士的同意，本协议可终止或取消及任何条款可予以修订、修改或豁免遵守。

10.12 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor or Overall Coordinator 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.
各联席保荐人及整体协调人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等转授通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该联席保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part)

any right provided by this Agreement or by law shall operate as a release, or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或

任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、联席保荐人及整体协调人有权取消本协议及本协议项下各方的所有责任即告终止。

10.17 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.
各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. GOVERNING LAW AND JURISDICTION | 管辖法律和司法管辖权

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong. 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.

因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或其无效（「**争议**」）须根据于递交仲裁申请之日具有效力的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地点须为香港。将有三位仲裁员及仲裁程序中使用的语言为英文。仲裁庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有的向任何司法当局提出任何形式上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及对任何一方未能遵守仲裁庭在这方面的命令作出损害赔偿裁决。

12. IMMUNITY | 豁免

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.

倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或国家地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达诉讼文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）的其他诉讼、讼案或法律程序或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

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.
本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.
兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

FOR AND ON BEHALF OF:
代行且代表：
SHOUHUI GROUP LIMITED
手回集团有限公司

By签字:

Name: Yao Guang | 姓名：光耀

Title: Director | 职位：董事

FOR AND ON BEHALF OF:
代行且代表：
Taller industrial Co., Limited
韜越實業有限公司

By签字:

Name|姓名: 庞晓莉

Title|职位: 执行董事，主席

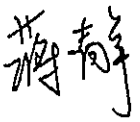
FOR AND ON BEHALF OF:
代行且代表：
CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED
中国国际金融香港证券有限公司

By签字:

Name|姓名: 陈宛 WAN CHEN

Title|职位: 董事总经理 Managing Director

FOR AND ON BEHALF OF:
代行且代表：
HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED
华泰金融控股（香港）有限公司

By 签字: 

Name|姓名: Jing Jiang 蒋静

Title|职位: Executive Director 执行董事

FOR AND ON BEHALF OF:
代行且代表:
CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED
中国国际金融香港证券有限公司
As attorney for and on behalf of CCB International Capital Limited
作为授权人代行且代表建银国际金融有限公司

By签字: 陈宛

Name|姓名: 陈宛 WAN CHEN

Title|职位: 董事总经理 Managing Director

FOR AND ON BEHALF OF:
代行且代表：
HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED
华泰金融控股（香港）有限公司
as attorney for and on behalf of CCB Intentional Capital Limited
作为授权人代行且代表建银国际金融有限公司

By签字:

Name|姓名: Jing Jiang

Title|职位: Executive Director

SCHEDULE 1 - INVESTOR SHARES | 投资者股份

Number of Investor Shares
投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of Renminbi 10,000,000 (calculated using the actual exchange rate used at the time of the conversion from Renminbi to Hong Kong dollar by the Investor) (inclusive of the Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 400 Shares.
投资者股份数目应等于(1) 相当于10,000,000人民币的港元（采用投资者实际换汇的人民币兑港元汇率计算）（并且已包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2) 发售价，向下约整至最接近400股股份的整数每手买卖单位。

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 Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering – The Hong Kong Public Offering – Reallocation and clawback" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (ii) the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the relevant minimum requirements the placing guidelines set out in Appendix F1 to the Listing Rules.
根据《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中「全球发售架构—香港公开发售—重新分配及回补」一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人、联席保荐人及本公司可全权绝对酌情调整投资者股份数目，以符合(i)上市规则第8.08(3)条项下上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%的规定；(ii) 上市规则第8.08(1)条规定或联交所另行批准的最低公众持股量；或(iii)上市规则附录F1 所载的配售指引的相关最低要求。

SCHEDULE 2 - PARTICULARS OF INVESTOR | 投资者详情

The Investor 投资者

Place of incorporation: 注册成立地：	Hong Kong 香港
Certificate of incorporation number: 注册证书编号：	73164590
Business registration number: 商业登记号码：	73164590-000-07-24-A
Principal activities: 主要业务：	Equity investment 股权投资
Ultimate controlling shareholder: 最终控股股东：	Pang Xiaoli, Wu Dinghui, Lu Weimin, Xiong Wei, Wu Xiaochun, Zhao Weibin and Wen Liping 庞晓莉、吴锭辉、陆伟民、熊伟、吴晓纯、赵伟彬及文利平
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册地：	N/A
Business registration number of ultimate controlling shareholder: 最终控股股东的商业登记号码：	N/A
Principal activities of ultimate controlling shareholder: 最终控股股东的主要业务：	N/A
Shareholder and interests held: 股东及持有之权益：	100%
Description of the Investor for insertion in the Prospectus: 投资者在招股章程中的描述：	Taller industrial is a company incorporated in Hong Kong. It is a wholly-owned subsidiary of Tianjin Jintaitong Information Technology Co., Ltd. (天津市金泰通信息科技有限責任公司), which is in turn a wholly-owned subsidiary of Gongqingcheng Luchi Nanjiang Vitality Entrepreneurship Investment Fund Partnership Enterprise (Limited Partnership) (共青城鹿馳南疆生機創業投資基金合夥企業(有限合夥)) ("**Luchi Nanjiang Vitality**"). Luchi Nanjiang Vitality has completed the private fund filing with the Asset Management Association of China (

	中國證券投資基金業協會) and its fund manager/executive partner is Shenzhen Luchi Nanjiang Private Equity Investment Fund Management Co., Ltd. (深圳鹿馳南疆私募股權投資基金管理有限公司) ("**Shenzhen Luchi Nanjiang**") (which has completed the private fund manager filing with the Asset Management Association of China). Shenzhen Luchi Nanjiang is an innovative private equity investment institution jointly initiated by the founding shareholders of a number of listed companies, M&A fund teams and entrepreneur clubs, with an investment directions focus on hard technology, new energy, healthcare, cultural tourism consumption, etc. Shenzhen Luchi Nanjiang obtained the qualification of private equity manager of the Asset Management Association of China in early 2024. As of December 31, 2024, Taller industrial had assets under management of RMB33.9 million, and had invested in Shantou China-Chic Cultural Tourism Port Opening Hotel Management Co., Ltd. (汕頭國潮文旅開埠酒店管理有限公司). Shenzhen Luchi Nanjiang is owned as to 51% by Pang Xiaoli (龐曉莉) and 49% by Luchi (Shenzhen) Business Management Co., Ltd. (鹿馳(深圳)商業管理有限公司) ("**Luchi Shenzhen**"), which is in turn owned by Lu Weimin (陸偉民) as to 50%, Xiong Wei (熊偉) as to 16.6667%, Wu Xiaochun (吳曉純) as to 13.333%, Pang Xiaoli as to 10% and ZhaoWeibin (趙偉彬) as to 10%. The limited partners of Luchi Nanjiang Vitality are Guangdong Bangling Investment Co., Ltd. (廣東邦領投資有限公司) ("**Guangdong Bangling**") (47.3934%), Wen Liping (文利平) (47.3934%) and Luchi Shenzhen (4.7393%). The ultimate actual controller of Guangdong Bangling is Wu Dinghui (吳錠輝). To the best of the Company's knowledge and belief, Pang Xiaoli, Wu Dinghui, Lu Weimin, Xiong Wei, Wu Xiaochun, Zhao Weibin, Guangdong Bangling and Wen Liping are Independent Third Parties.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or	Cornerstone investor 基石投资者 N/A[1]

[1] Include all relevant investor categories: (i) existing or past employee of the issuer, (ii) customer or client of the issuer; (iii) supplier of the issuer; (iv) independent price setting investor (as defined in Chapter 18C of the Listing Rules); (v) discretionary managed portfolio (as defined in Appendix F to the Listing Rules); (vi) discretionary trust; (vii) PRC governmental body (as defined in

required to be disclosed by the FINI interface in relation to placees: 相关投资者类别（根据要求包含在联交所FINI获配售人名单模板或披露于FINI界面与获配售人相关的信息：	

Appendix 6 to the Listing Rules); (viii) connected client (as defined under Appendix F to the Listing Rules); (ix) existing shareholder, director or close associate (as defined in Chapter 1 of the Listing Rules); (x) sponsor or close associate; (xi) underwriter and/or distributor or its close associate; or (x) non-SFC-authorized fund.

MAY 21, 2025

SHOUHUI GROUP LIMITED (手回集團有限公司)

YAO GUANG (光耀)

LITTLE GREEN LIGHT LTD

LITTLE BLUE LIGHT LTD

CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

and

THE HONG KONG UNDERWRITERS
(named in Schedule 1)

HONG KONG UNDERWRITING AGREEMENT

relating to the Hong Kong Public Offering of 2,436,000 Shares of a par value of US$0.00001 each in Shouhui Group Limited (手回集團有限公司)

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THIS AGREEMENT is made on May 21, 2025

BETWEEN:

(1) **SHOUHUI GROUP LIMITED** (手回集團有限公司), a company incorporated in the Cayman Islands with limited liability whose registered address is at 89 Nexus Way, Camana Bay, Grand Cayman, KY1-9009, Cayman Islands (the "**Company**");

(2) **YAO GUANG** (光耀) of Room 1405, Block C, Yingqiyuan, No. 3 Yuquan Road, Nanshan District, Shenzhen, PRC ("**Mr. Guang**");

(3) **LITTLE GREEN LIGHT LTD**, a company in the British Virgin Islands with limited liability whose registered address is at offices of Sertus Incorporations (BVI) Limited, Sertus Chambers, P.O. Box 905, Quastisky Building, Road Town, Tortola, BVI ("**Little Green Light**");

(4) **LITTLE BLUE LIGHT LTD**, a company in the British Virgin Islands with limited liability whose registered address is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, BVI ("**Little Blue Light**");

(5) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, whose registered office is at 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong ("**CICC**");

(6) **HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED**, whose registered office is at 62/F, The Center, 99 Queen's Road Central, Hong Kong ("**Huatai**"); and

(7) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 1 (the "**Hong Kong Underwriters**").

RECITALS:

(A) The Company is an exempted company incorporated in the Cayman Islands with limited liability on August 3, 2023 under the laws of the Cayman Islands, and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on January 8, 2024. As of the date hereof, the Company has an authorized share capital of US$50,000 with a par value of US$0.00001 each.

(B) Immediately after the completion of the Capitalization Issue and the Global Offering (assuming the Over-allotment Option is not exercised), Mr. Guang, through Little Green Light and Little Blue Light, will control approximately 47.64% of all the voting power at the general meetings of the Company, comprising approximately 26.48% beneficially owned by himself through Little Green Light and Little Blue Light and approximately 21.16% vested to Little Blue Light by the Proxy Shareholders.

(C) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell Shares to the public in Hong Kong in the Hong Kong Public Offering, and, concurrently, the Company will offer and sell Shares outside the United States to institutional and professional investors and other investors expected to have a sizeable demand for the Shares in the International Offering.

(D) CICC and Huatai have been appointed as the Joint Sponsors. CICC and Huatai have been appointed as the Sponsor-OCs. CICC, Huatai and CCB International Capital Limited ("**CCBI**") have been appointed as the Overall Coordinators. CICC, Huatai, CCBI and CLSA Limited ("**CLSA**") have been appointed as the Joint Global Coordinators. CICC, Huatai, CCBI, CLSA, CMB International Capital Limited, Futu Securities International (Hong Kong) Limited,

Patrons Securities Limited, TradeGo Markets Limited, Tiger Brokers (HK) Global Limited and Maxa Capital Limited have been appointed as the Joint Bookrunners and Joint Lead Managers in connection with the Global Offering.

(E) The Joint Sponsors have made an application on behalf of the Company to the Stock Exchange for the listing on the Main Board of, and permission to deal in the Shares on the Main Board.

(F) The Hong Kong Underwriters have agreed to severally, but not jointly or jointly and severally, underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.

(G) Each of the Warrantors has agreed to give irrevocably the representations, warranties, undertakings and indemnities set out herein in favor of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.

(H) The Company has appointed Ogier Global (Cayman) Limited to act as its principal share registrar and transfer agent in the Cayman Islands and Tricor Investor Services Limited to act as the Share Registrar.

(I) The Company has appointed CMB Wing Lung Bank Limited as the Receiving Bank for the Hong Kong Public Offering and CMB Wing Lung (Nominees) Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.

(J) In connection with the Global Offering, the Company has obtained the approval granted by the CSRC on January 24, 2025, authorizing the Company to proceed with the Global Offering and the listing of the Shares on the Main Board of the Stock Exchange.

(K) The Company, the Controlling Shareholders, CICC, Huatai and the International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.

(L) The Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Sponsor-OCs (for themselves and on behalf of the International Underwriters), at their sole and absolute discretion, to require the Company to allot and issue up to an aggregate of 3,653,600 additional Shares, representing not more than 15% of the total number of Offer Shares initially available under the Global Offering, at the Offer Price under the International Offering to cover over-allocations (if any) in the International Offering, subject to and on the terms of the International Underwriting Agreement. It is expected that Little Blue Light will enter into a Stock Borrowing Agreement with CICC.

(M) At a meeting of the Board held on May 13, 2025, resolutions were passed pursuant to which, *inter alia*, the Board has approved, and any one Director was authorized to sign on behalf of the Company this Agreement and all the other relevant documents in connection with the Global Offering.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 **Introduction:** Except where the context otherwise requires, in this Agreement, including the Recitals and the Schedules, the following words and expressions shall have the respective meanings set out below:

"**Acceptance Date**" means May 27, 2025, being the date on which the Application Lists close in accordance with Clause 4.4;

"**Accepted Hong Kong Public Offering Applications**" means the Hong Kong Public Offering Applications which are from time to time accepted in whole or in part pursuant to Clause 4.5;

"**Admission**" means the grant or agreement to grant by the Listing Committee of the Stock Exchange of the listing on the Main Board of, and permission to deal on the Main Board in the Shares (including any additional Shares to be issued pursuant to the exercise, whether fully or partially, of the Over-allotment Option);

"**Affiliates**" means, in relation to any person, any other person which is the holding company of such person, or which is a subsidiary or branch, or any subsidiary or branch of the holding company of such person, or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such person. For the purposes of the foregoing, "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms "**controlling**", "**controlled by**" and "**under common control with**" shall be construed accordingly;

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

"**AFRC Transaction Levy**" means the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the AFRC;

"**Announcement Date**" means the date on which details of the basis of allocation of the Hong Kong Public Offering to successful applicants under the Hong Kong Public Offering are published in Hong Kong in accordance with the Prospectus, which is currently expected to be May 29, 2025;

"**Application Lists**" means the application lists in respect of the Hong Kong Public Offering referred to in Clause 4.4;

"**Application Proof**" means the application proofs of the Prospectus posted on the Stock Exchange's website at **www.hkexnews.hk** on January 12, 2024, July 30, 2024 and March 7, 2025;

"**Approvals and Filings**" means all approvals, sanctions, consents, permissions, certificates, authorizations, licenses, permits, clearances, orders, concessions, qualifications, registrations, declarations and franchises from any person, and filings and registrations with any person, of any relevant jurisdictions, including, without limitation, Hong Kong, the PRC, the BVI and the Cayman Islands;

"**Articles of Association**" means the articles of association of the Company as amended, supplemented or otherwise modified from time to time;

"**Associate**" or "**Close Associate**" has the meaning given to it in the Listing Rules;

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

"**Board**" means the board of directors of the Company;

"**Brokerage**" means the brokerage at the rate of 1.0% of the Offer Price in respect of the Offer Shares payable by investors in the Global Offering;

"**Business Day**" means any day (other than a Saturday, Sunday or public holiday in Hong Kong) on which banks in Hong Kong are open for general banking business and on which the Stock Exchange is open for business of dealing in securities;

"**BVI**" means the British Virgin Islands;

"**Capitalization Issue**" shall have the meaning ascribed thereto in the Prospectus;

"**CCASS**" means the Central Clearing and Settlement System established and operated by HKSCC;

"**CMI Engagement Letters**" means the OC Engagement Letters and the respective engagement letters in respect of the Global Offering entered into by the Company with each of CLSA, CMB International Capital Limited, Futu Securities International (Hong Kong) Limited, Patrons Securities Limited, TradeGo Markets Limited, Tiger Brokers (HK) Global Limited and Maxa Capital Limited on May 20, 2025;

"**CMIs**" means CICC, Huatai, CCBI, CLSA, CMB International Capital Limited, Futu Securities International (Hong Kong) Limited, Patrons Securities Limited and TradeGo Markets Limited;

"**Code of Conduct**" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

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

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

"**Company's Cayman Counsel**" means Ogier, being the Company's legal advisers as to Cayman Islands laws, of 11/F, Central Tower 28 Queen's Road Central, Central, Hong Kong;

"**Company's HK Counsel**" means Jingtian & Gongcheng LLP and Hogan Lovells, being the Company's legal advisers as to Hong Kong laws, of Suites 3203-3207, 32/F, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong and 11th Floor, One Pacific Place, 88 Queensway, Hong Kong, respectively;

"**Company's PRC Counsel**" means Commerce & Finance Law Offices, being the Company's legal advisers as to PRC laws, of 12-15th Floor, China World Office 2, No. 1 Jianguomenwai Avenue, Beijing, PRC ;

"**Compliance Adviser**" means CMBC International Capital Limited;

"**Compliance Adviser Agreement**" means the agreement entered into between the Company and the Compliance Adviser on December 20, 2023, appointing the Compliance Adviser to provide continuing compliance advice to the Company as stipulated therein and as required under the Listing Rules;

"**Conditions**" means the conditions precedent set out in Clause 2.1;

"**Conditions Precedent Documents**" means the documents listed in Parts A and B of Schedule 3;

"**Connected Person**" has the meaning given to it in the Listing Rules;

"**Consolidated Affiliated Entities**" mean Shenzhen Shouhui Technology Group Co., Ltd (深圳手回科技集團有限公司), Small Umbrella Insurance Brokerage Co., Ltd (小雨傘保險經紀有限公司), Chuangxin Insurance Sales Co., Ltd. (創信保險銷售有限公司), Shouhui Health Technology (Chengdu) Co., Ltd (手回健康科技(成都)有限公司) and Shaoguan Baihong Insurance Appraisal Co., Ltd (韶關市百泓保險公估有限公司), the financial accounts of which have been consolidated and accounted for as if they were subsidiaries of the Company by virtue of the Contractual Arrangements or other contractual arrangements entered into from time to time that achieve materially the same effect and have materially the same substance as the Contractual Arrangements;

"**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;

"**Contractual Arrangement(s)**" means the series of contractual arrangements as detailed in section headed "Contractual Arrangements" of the Prospectus;

"**Controlling Shareholders**" has the meaning ascribed to it under the Listing Rules and, unless the context requires otherwise, refers to the controlling shareholder individual(s) and/ or entity/ entities as referred to in the Prospectus;

"**Cornerstone Investment Agreements**" means the cornerstone investment agreements entered into between, *inter alia*, the Company and the cornerstone investors as described in the Prospectus;

"**CSRC**" means the China Securities Regulatory Commission of the PRC;

"**CSRC Archive Rules**" means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, the Ministry of Finance of the PRC, the National Administration of State Secrets Protection of the PRC, and the National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or modified from time to time;

"**CSRC Filing Report**" means the filing report of the Company in relation to the Global Offering, submitted to the CSRC on January 17, 2024 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

"**CSRC Filing(s)**" means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

"**CSRC Rules**" means the CSRC Filing Rules and the CSRC Archive Rules;

"**Directors**" means the directors of the Company whose names are set out in the section headed "Directors and Senior Management" in the Prospectus;

"**Disclosure Package**" shall have the meaning ascribed to it in the International Underwriting Agreement;

"**Disputes**" has the meaning ascribed to it in Clause 16.2;

"**Encumbrance**" means any mortgage, charge, pledge, lien, option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, claim, defect, right, interest or preference granted to any third party, or any other encumbrance or security interest of any kind, or an agreement, arrangement or obligation to create any of the foregoing;

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder;

"**FINI**" means the "Fast Interface for New Issuance", an online platform operated by the HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement of all new listings;

"**FINI Agreement**" means the FINI agreement dated May 20, 2025 and entered into between the Company and HKSCC;

"**Formal Notice**" means the press announcement substantially in the agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules, as amended, supplemented or otherwise modified from time to time;

"**Global Offering**" means the Hong Kong Public Offering and the International Offering;

"**Group**" means the Company and its Subsidiaries and Consolidated Affiliated Entities from time to time;

"**Group Company**" means a member of the Group;

"**HK$**" or "**Hong Kong dollars**" means Hong Kong dollars, the lawful currency of Hong Kong;

"**HK eIPO White Form Service**" means the facility offered by the Company through the HK eIPO White Form Service Provider as the service provider designated by the Company allowing investors to apply electronically to purchase Offer Shares in the Hong Kong Public Offering on a website designated for such purpose, as provided for and disclosed in the Prospectus;

"**HK eIPO White Form Service Provider**" means the service provider designated by the Company as specified on the designated website at **www.hkeipo.hk** for the application for Hong Kong Offer Shares to be issued in the applicant's own name, submitted online through the designated website at **www.hkeipo.hk**;

"**HKSCC**" means Hong Kong Securities Clearing Company Limited;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**Hong Kong Offer Shares**" means the 2,436,000 new Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.7, 4.11 and 4.12;

"**Hong Kong Public Offering**" means the offer of the Hong Kong Offer Shares at the Offer Price for subscription by the public in Hong Kong on and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

"**Hong Kong Public Offering Applications**" means applications to subscribe for Hong Kong Offer Shares made online through the HK eIPO White Form Service or through HKSCC EIPO service to electronically cause HKSCC Nominee Limited to apply on an applicant's behalf and otherwise made in compliance with the terms and conditions of the Hong Kong Public Offering Documents, including, for the avoidance of doubt, Hong Kong Underwriter's Applications;

"**Hong Kong Public Offering Documents**" means the Prospectus and the Formal Notice;

"**Hong Kong Underwriters**" means the underwriters whose names and addresses are set out in Schedule 1;

"**Hong Kong Underwriting Commitment**" means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in Schedule 1 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.7, 4.9, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as set out in Schedule 1;

"**Hong Kong Underwriter's Application**" means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.7 which is applied to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

"**Incentive Fee**" has the meaning ascribed to it in Clause 7.2;

"**Indemnified Parties**" means the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and each of their respective Affiliates and delegates under Clause 3.8, as well as the respective representatives, partners, Affiliates, directors, officers, employees, advisers, assignees and agents of each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and of each of their respective Affiliates and delegates under Clause 3.8;

"**Indemnifying Parties**" means the Warrantors and "**Indemnifying Party**" means any one of them;

"**Industry Consultant**" means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co., the independent industry consultant for the Company;

"**Intellectual Property**" means letters patent, patent applications, trademarks (both registered and unregistered), service marks (both registered and unregistered), registered designs, trade or service names, domain names, software, utility models, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, inventions, confidential information, know-how (including, without limitation, trade secrets and other

unpatented and/or unpatentable proprietary or confidential information, systems or processes), business names and any similar rights situated in any part of the world, and the benefit (subject to the burden) of any and all licenses in connection with any of the foregoing;

"**Internal Control Consultant**" means KPMG Advisory (China) Limited, the internal control consultant to the Company;

"**International Offer Shares**" means the 21,922,400 Shares to be initially offered to investors at the Offer Price under the International Offering for subscription, subject to adjustment and reallocation in accordance with the International Underwriting Agreement, together (where applicable) with any additional Shares to be issued pursuant to the exercise of the Over-allotment Option;

"**International Offering**" means the conditional placing by the International Underwriters, for and on behalf of the Company, of the International Offer Shares at the Offer Price outside the United States in offshore transactions in reliance on Regulation S under the Securities Act, or any other exemption from the registration requirements under the Securities Act, on and subject to the terms and conditions of the International Underwriting Agreement, the Disclosure Package and the Offering Circular;

"**International Offering Purchasing Commitment**" means, in relation to any International Underwriter, the maximum number of International Offer Shares in respect of which such International Underwriter has agreed to procure placees, or failing which itself as principal to purchase, pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Over-allotment Option;

"**International Underwriters**" means the underwriters of the International Offering named as such in the International Underwriting Agreement;

"**International Underwriting Agreement**" means the international underwriting agreement relating to the International Offering expected to be entered into between, among others, the Company, the Controlling Shareholders, the Sponsor-OCs and the International Underwriters on or around the Price Determination Date;

"**Investor Presentation Materials**" means all information, materials and documents used, issued, given or presented in any of the investor presentations, roadshow presentations and/or non-deal roadshow presentations conducted by or on behalf of the Company in connection with the Global Offering;

"**Joint Bookrunners**" means CICC, Huatai, CCBI, CLSA, CMB International Capital Limited, Futu Securities International (Hong Kong) Limited, Patrons Securities Limited, TradeGo Markets Limited, Tiger Brokers (HK) Global Limited and Maxa Capital Limited being the joint bookrunners to the Global Offering;

"**Joint Global Coordinators**" means CICC, Huatai, CCBI and, CLSA, being the joint global coordinators to the Global Offering;

"**Joint Lead Managers**" means CICC, Huatai, CCBI, CLSA, CMB International Capital Limited, Futu Securities International (Hong Kong) Limited, Patrons Securities Limited, TradeGo Markets Limited, Tiger Brokers (HK) Global Limited and Maxa Capital Limited being the joint lead managers to the Global Offering;

"**Joint Sponsors**" means CICC and Huatai, being the joint sponsors to the Global Offering;

"**Laws**" means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any court, government, law enforcement agency, governmental or regulatory authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions (including, without limitation, Hong Kong, the PRC, the Cayman Islands and the BVI) (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding up and Miscellaneous Provisions) Ordinance, and the CSRC Rules);

"**Legal Advisers**" means Jingtian & Gongcheng LLP, Hogan Lovells, Commerce & Finance Law Offices, Ogier, O'Melveny & Myers, Jingtian & Gongcheng and JunHe LLP;

"**Listing Committee**" means the listing committee of the Stock Exchange;

"**Listing Date**" means the first day on which the Shares commence trading on the Main Board of the Stock Exchange, which is expected to be on May 30, 2025;

"**Listing Rules**" means the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) and the listing decisions, guidances, guidelines and other requirements of the Stock Exchange;

"**Losses**" has the meaning ascribed to it in Clause 9.1;

"**Main Board**" means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with GEM of the Stock Exchange;

"**Material Adverse Effect**" means a material adverse effect or any development involving a prospective material adverse effect, on the profits, losses, results of operations, assets, liabilities, general affairs, business, management, performance, prospects, shareholders' equity, position or condition (financial, trading or otherwise) of the Group, taken as a whole;

"**Money Settlement Failure**" means a notification by HKSCC to any of the Joint Sponsors or the Overall Coordinators that any Hong Kong Offer Share(s) shall be reallocated from the Hong Kong Public Offering to the International Offering due to a money settlement failure as described in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus;

"**Nominee**" means CMB Wing Lung (Nominees) Limited, in whose name the application moneys are to be held by the Receiving Bank under the Receiving Bank Agreement;

"**OC Engagement Letters**" means the Sponsor and Sponsor-OC Mandate and the engagement letter dated January 25, 2024 in respect of the Global Offering entered into between the Company and CCBI as an Overall Coordinator and a CMI;

"**Offer Price**" means the final price per Offer Share (exclusive of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed and/or purchased pursuant to the Global Offering, to be determined in accordance with Clause 2.6 and recorded in the Price Determination Agreement;

"**Offer Shares**" means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering;

"**Offering Circular**" means the final offering circular to be issued by the Company in connection with the International Offering;

"**Offering Documents**" means the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular and any other announcement, document, materials, communications or information made, issued, given, released, arising out of or used in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including, without limitation, any Investor Presentation Materials relating to the Offer Shares and, in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Overall Coordinators or any of the Underwriters;

"**Operative Documents**" means the Price Determination Agreement, the Receiving Bank Agreement, the Registrar's Agreement, the Cornerstone Investment Agreements, the FINI Agreement and the Stock Borrowing Agreement, or any relevant one or more of them as the context requires;

"**Overall Coordinators**" means CICC, Huatai and CCBI, being the overall coordinators to the Global Offering;

"**Over-allotment Option**" means the option to be granted by the Company to the International Underwriters and exercisable by the Sponsor-OCs (for themselves and on behalf of the International Underwriters) under the International Underwriting Agreement, pursuant to which the Company may be required to allot and issue the Over-allotment Option Shares at the Offer Price to cover over-allocations in the International Offering (if any), on and subject to the terms of the International Underwriting Agreement;

"**Over-allotment Option Shares**" means up to 3,653,600 additional Shares which the Company may be required to allot and issue upon the exercise of the Over-allotment Option;

"**Over-Subscription**" has the meaning ascribed to it in Clause 4.11;

"**PHIP**" means the post hearing information pack of the Company posted on the Stock Exchange's website at **www.hkexnews.hk** on May 15, 2025, as amended or supplemented by any amendment or supplement thereto;

"**PRC**" means the People's Republic of China which, for the purposes of this Agreement only, excludes Hong Kong, Macau Special Administrative Region of the People's Republic of China and Taiwan;

"**Preliminary Offering Circular**" means the preliminary offering circular dated May 22, 2025 issued by the Company in connection with the International Offering for distribution to potential placees of the International Offering and containing a draft of the Prospectus and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

"**Price Determination Agreement**" means the agreement in the agreed form to be entered into between the Company and the Sponsor-OCs (for themselves and on behalf of the Underwriters) on the Price Determination Date to record the Offer Price;

"**Price Determination Date**" means the date on which the Offer Price is fixed in accordance with Clause 2.6;

"**Proceedings**" means all litigations, actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings (including, without limitation, any investigation or inquiry by or before any Authority);

"**Prospectus**" means the prospectus to be issued by the Company in connection with the Hong Kong Public Offering, and all amendments or supplements thereto;

"**Prospectus Date**" means the date of issue of the Prospectus, which is expected to be on or about May 22, 2025;

"**Proxy Shareholders**" means Convolution Ltd, Tianjin Gopher Nuochen Enterprise Management Partnership (Limited Partnership) (天津歌斐諾辰企業管理合夥企業(有限合夥)), Beijing Yucheng Management Consulting Center (Limited Partnership) (北京雨澄管理諮詢中心(有限合夥)), Tibet Juzhi Venture Capital Limited Liability Company (西藏聚智創業投資有限公司), Plmmliu Ltd and Tianjin Juxin Technology Development Partnership (Limited Partnership) (天津聚新科技發展合伙企業(有限合夥));

"**Receiving Bank**" means CMB Wing Lung Bank Limited, the receiving bank appointed by the Company in connection with the Hong Kong Public Offering pursuant to the Receiving Bank Agreement;

"**Receiving Bank Agreement**" means the agreement dated May 21, 2025 entered into between the Company, the Receiving Bank, the Nominee, the Joint Sponsors and the Share Registrar for the appointment of the Receiving Bank and the Nominee in connection with the Hong Kong Public Offering;

"**Registrar's Agreement**" means the agreement dated December 15, 2023 entered into between the Company and the Share Registrar in relation to the appointment of the Share Registrar;

"**Relevant Jurisdictions**" has the meaning ascribed to it in Clause 11.1;

"**Renminbi**" and "**RMB**" mean Renminbi, the lawful currency of the PRC;

"**Reporting Accountants**" means KPMG, Certified Public Accountants;

"**Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

"**Securities and Futures Commission**" or "**SFC**" means the Securities and Futures Commission of Hong Kong;

"**Securities and Futures Ordinance**" or "**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;

"**SFC Transaction Levy**" means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC;

"**Share Registrar**" means Tricor Investor Services Limited, the Hong Kong share registrar of the Company and transfer agent for the Shares;

"**Share(s)**" means the ordinary share(s) in the issued share capital of the Company with a par value of US$0.00001 each;

"**Sponsor-OCs**" means CICC and Huatai, being the sponsor-overall coordinators to the Global Offering;

"**Sponsor and Sponsor-OC Mandate**" means the engagement letter in respect of the Global Offering entered into on November 3, 2023 by Shenzhen Shouhui Technology Group Co., Ltd

(深圳手回科技集團有限公司) (one of the Consolidated Affiliated Entities) with CICC and Huatai, each as a Joint Sponsor, a Sponsor-OC and a CMI;

"**Stabilizing Manager**" has the meaning ascribed to it in Clause 6.1;

"**Stock Borrowing Agreement**" means the stock borrowing agreement expected to be entered into on or about the Price Determination Date between Little Blue Light as lender and CICC as borrower, pursuant to which Little Blue Light shall, upon request, make available to CICC up to 3,653,600 Shares for the purposes of or in connection with settlement of over-allocations under the Global Offering;

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**Subsidiaries**" means the companies named in the Prospectus as subsidiaries of the Company, and "**Subsidiary**" means any one of them;

"**Supplemental Offering Materials**" means any "written communication" (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares other than the Offering Documents or amendments or supplements thereto, including, without limitation, any Investor Presentation Materials relating to the Offer Shares that constitutes such a written communication;

"**Taxation**" or "**Taxes**" means all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC, the Cayman Islands and the BVI or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, fee, assessment, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC, the Cayman Islands, the BVI or of any other part of the world, whether by way of actual assessment, withholding, loss of allowance, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

"**Time of Sale**" has the same meaning as in the International Underwriting Agreement;

"**Trading Fee**" means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the Stock Exchange;

"**Under-Subscription**" has the meaning ascribed to it in Clause 4.6;

"**Underwriters**" means the Hong Kong Underwriters and the International Underwriters;

"**Underwriters' HK & US Counsel**" means O'Melveny & Myers, being the Underwriters' legal advisers as to Hong Kong and US law, of 31st Floor, AIA Central, 1 Connaught Road Central, Hong Kong;

"**Underwriters' PRC Counsel**" means Jingtian & Gongcheng, being the Underwriters' legal advisers as to PRC laws, of 34th Floor, Tower 3, China Central Place, 77 Jianguo Road, Chaoyang District, Beijing, PRC;

"**Underwriting Commission**" has the meaning ascribed to it in Clause 7.1;

"**United Kingdom**" means the United Kingdom of Great Britain and Northern Ireland;

"**Unsubscribed Shares**" has the meaning ascribed to it in Clause 4.6;

"**U.S.**" and "**United States**" means the United States of America;

"**Verification Notes**" means the verification notes relating to the Prospectus and the verification notes relating to the CSRC Filing Report, copies of which have been signed and approved by, among others, the Directors, and delivered or will be delivered to the Joint Sponsors and the Overall Coordinators;

"**Warranties**" means the representations, warranties and undertakings given by the Warrantors as set out in Schedule 2;

"**Warrantors**" means the Company and the Controlling Shareholders;

1.2 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.

1.3 **References:** Except where the context otherwise requires, references in this Agreement to:

1.3.1 statutes or statutory provisions, rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated or re-enacted or both from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;

1.3.2 knowledge, information, belief or awareness or similar terms of any person shall be treated as including but not limited to any knowledge, information, belief and awareness which the person would have had if such person had made due, diligent and careful enquiries;

1.3.3 a "**company**" shall include any company, corporation or other body corporate, whenever and however incorporated or established;

1.3.4 a "**person**" shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);

1.3.5 a "**subsidiary**" or a "**holding company**" are to the same as defined in section 15 and 13 of the Companies Ordinance;

1.3.6 "**Clauses**", "**Paragraphs**", "**Recitals**" and "**Schedules**" are to clauses and paragraphs of and recitals and schedules to this Agreement;

1.3.7 "**parties**" are to the parties to this Agreement;

1.3.8 the terms "**herein**", "**hereof**", "**hereto**", "**hereinafter**" and similar terms, shall in each case refer to this Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;

1.3.9 the terms "**or**", "**including**" and "**and**" are not exclusive;

1.3.10 the terms "**purchase**" and "**purchaser**", when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber

for the Hong Kong Offer Shares, respectively and the terms "**sell**" and "**sale**", when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the Shares by the Company;

1.3.11 a document being "**in the agreed form**" are to a document in a form from time to time (whether on or after the date hereof) agreed between (i) the Company or its legal advisers on behalf of the Company, and (ii) the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) or their legal advisers on behalf of the Joint Sponsors and the Sponsor-OCs, with such alternatives as may be agreed between the Company, the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) but such documents in agreed form do not form part of this Agreement;

1.3.12 a "**certified copy**" means a copy certified as a true copy by a Director, a company secretary of the Company or a counsel for the Company;

1.3.13 "**written**" or "**in writing**" shall include any mode of reproducing words in a legible and non-transitory form;

1.3.14 times of day and dates are to Hong Kong times and dates, respectively; and

1.3.15 any reference to "**right(s)**", "**duty(ies)**", "**power(s)**", "**authority(ies)**" and "**discretion(s)**" of the Joint Sponsors or the Overall Coordinators shall only be exercised when the Joint Sponsors, or the Overall Coordinators (as the case may be) unanimously elect to do so, respectively.

1.4 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

1.5 **Genders and plurals:** In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.

2 CONDITIONS

2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived (to the extent permissible under applicable Laws):

2.1.1 the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) receiving from the Company all Conditions Precedent Documents as set out in Part A of Schedule 3 and Part B of Schedule 3, in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, not later than 9:00 p.m. on the Business Day immediately before the Prospectus Date and 9:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) may agree, respectively;

2.1.2 the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Prospectus on the Business Day immediately before the Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding up and Miscellaneous Provisions) Ordinance not later than 6:00 p.m. or such later time

as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day before the Prospectus Date;

2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked, withheld or subject to qualifications (except for customary conditions imposed by the Stock Exchange in relation to the Listing) prior to the commencement of trading of the Shares on the Main Board;

2.1.4 admission into CCASS in respect of the Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);

2.1.5 the Offer Price having been fixed and the Price Determination Agreement having been duly executed by the Company and the Sponsor-OCs (for themselves and on behalf of the Underwriters), on the Price Determination Date (or such later date as may be agreed between the Company and the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters)) in accordance with Clause 2.6 and such agreement not subsequently having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

2.1.6 the execution and delivery of the International Underwriting Agreement and the Stock Borrowing Agreement by the parties thereto on the Price Determination Date and such agreement(s) not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement to become unconditional), and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

2.1.7 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;

2.1.8 the Warranties being true, accurate, not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting);

2.1.9 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its/his part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met;

2.1.10 all of the waivers or exemptions as stated in the Prospectus to be granted by the Stock Exchange or the SFC having been granted and are not otherwise revoked, withdrawn, amended or invalidated; and

2.1.11 all of the Approvals and Filings in connection with the application for listing of the Shares and the Global Offering granted by the relevant Authorities (except for the CSRC report to be filed after completion of the Global Offering) having been obtained, valid and are not otherwise revoked, withdrawn, amended or invalidated.

2.2 **Procure fulfilment:** Each of the Warrantors jointly and severally undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to use their best endeavours to fulfil or procure the fulfilment of the Conditions, on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the Shares and the fulfilment of such Conditions.

2.3 **Extension:** The Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:

2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Joint Sponsors and the Sponsor-OCs may determine (in which case the Joint Sponsors and the Sponsor-OCs shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the 30th day after the date of the Prospectus and any such extension and the new timetable shall be notified by the Joint Sponsors and Sponsor-OCs to the other parties to this Agreement and the relevant Authorities as soon as practicable after any such extension is made); or

2.3.2 in respect of the Condition set out in Clause 2.1.1, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition.

2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions has not been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.

2.5 **No waiver in certain circumstances:** The Joint Sponsors', the Sponsor-OCs', the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' consent to or knowledge of any amendments/ supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.

2.6 **Determination of Offer Price:** The Company and the Sponsor-OCs (for themselves and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant

to the Global Offering. If the Company and the Sponsor-OCs (for themselves and on behalf of the Underwriters) reach agreement on the Offer Price, which is expected to be agreed on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by May 28, 2025, and no extension is granted by the Joint Sponsors and Overall Coordinators pursuant to Clause 2.3, then the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Joint Sponsors and the Overall Coordinators) hereby authorizes the Joint Sponsors and the Overall Coordinators to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Overall Coordinators may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.

2.7 **Reduction of the Offer Price range and/or the number of Offer Shares:** The Sponsor-OCs (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process in respect of the International Offering, and with the written consent of the Company, reduce the indicative Offer Price range and/or the number of Offer Shares below those stated in the Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, promptly following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, (i) cause to be published on the website of the Stock Exchange (**www.hkexnews.hk**) and on the website of the Company (**www.shouhui-tech.com**) notices of the reduction. Upon issue of such a notice, the revised indicative Offer Price range and/or number of Offer Shares will be final and conclusive, and the Offer Price, if agreed upon by the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) and the Company, will be fixed within such revised range. Such notice shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Prospectus, and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all the Laws applicable to that reduction.

3 APPOINTMENTS

3.1 **Joint Sponsors**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and Huatai as the joint sponsors of the Company in relation to its application for Admission, and each of the Joint Sponsors, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Joint Sponsors hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandate, which shall continue to be in full force and effect.

3.2 **Sponsor-OCs and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and Huatai as the sponsor-overall coordinators, and CICC, Huatai and CCBI as the overall coordinators in connection with the Global Offering, and each of the Sponsor-OCs and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. The Company also hereby confirms and acknowledges its appointment, to the exclusion of others, of **CICC** as the designated Sponsor-OC of the Global Offering for communication with, and provision of information to, the Stock Exchange and the SFC in accordance with the applicable Laws or upon request. For the avoidance of doubt, the appointment of the Sponsor-OCs and the Overall Coordinators

hereunder is in addition to their engagement under the terms and conditions of the OC Engagement Letters, which shall continue to be in full force and effect.

3.3 **Joint Global Coordinators**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Huatai, CCBI and CLSA as the joint global coordinators in connection with the Global Offering, and each of the Joint Global Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.4 **Joint Bookrunners**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Huatai, CCBI, CLSA, CMB International Capital Limited, Futu Securities International (Hong Kong) Limited, Patrons Securities Limited, TradeGo Markets Limited, Tiger Brokers (HK) Global Limited and Maxa Capital Limited as the joint bookrunners in connection with the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.5 **Joint Lead Managers**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Huatai, CCBI, CLSA, CMB International Capital Limited, Futu Securities International (Hong Kong) Limited, Patrons Securities Limited, TradeGo Markets Limited, Tiger Brokers (HK) Global Limited and Maxa Capital Limited as the joint lead managers in connection with the Global Offering, and each of the Joint Lead Managers, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.6 **Capital Market Intermediaries**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Huatai, CCBI, CLSA, CMB International Capital Limited, Futu Securities International (Hong Kong) Limited, Patrons Securities Limited, TradeGo Markets Limited, Tiger Brokers (HK) Global Limited and Maxa Capital Limited as the capital market intermediaries in connection with the Global Offering, and each of the CMIs, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of the CMI Engagement Letters, which shall continue to be in full force and effect.

3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.

3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or person(s) are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees referred to in Clauses 3.1 to 3.7 shall remain liable for all acts and omissions of any of its Affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.

3.9 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and its Affiliates, and their respective

delegates under Clause 3.8, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter (as the case may be), and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.8 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.

3.10 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or the selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. The relevant Hong Kong Underwriter shall remain liable for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements, and its obligations under this Agreement shall remain in full force and effect at all times in accordance with the terms of this Agreement. Each of the Warrantors owes no duty or obligations to any of the sub-underwriters so appointed, and none of the Warranties under this Agreement are for the benefit of such sub-underwriters.

3.11 **No liability for the Offering Documents and Offer Price:** Notwithstanding anything in this Agreement, none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and their respective delegates under Clause 3.8 or any other Indemnified Party, including, without limitation, with respect to the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

3.11.1 any of the matters referred in Clauses 9.2.1 to 9.2.3; and

3.11.2 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

Notwithstanding anything contained in Clause 9, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 9 to recover any Loss incurred or suffered or made as a result of or in connection with any of the foregoing matters.

3.12 **No fiduciary duties:** Each of the Warrantors acknowledges and agrees that (i) the Joint Sponsors, in their roles as such, are acting solely as sponsors in connection with the listing of the Shares on the Main Board of the Stock Exchange, (ii) the Sponsor-OCs, in their roles as such, are acting solely as sponsor-overall coordinators of the Global Offering, (iii) the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, (iv) the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, (v) the CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering, (vi) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, (vii) the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the

Global Offering and (viii) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering.

Each of the Warrantors further acknowledges that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are acting pursuant to a contractual relationship with the Warrantors entered into on an arm's length basis, and in no event do the parties intend that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the Shares on the Main Board of the Stock Exchange, either before or after the date hereof.

The Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Warrantors or any of them on other matters, except for, with respect to the Joint Sponsors and the Overall Coordinators, the advisory responsibility to the Company on matters in relation to the Company's listing application as prescribed by and solely to the extent as required under the Listing Rules, the Code of Conduct and the SFC Corporate Finance Adviser Code of Conduct in their capacity as the sponsor and the overall coordinator in connection with the Listing and the Global Offering), and each of the Warrantors hereby confirms its/his understanding and agreement to that effect. The Warrantors, on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Shares, do not constitute advice or recommendations to the Warrantors or any of them (except for, with respect to the Joint Sponsors and the Overall Coordinators, the advisory responsibility to the Company on matters in relation to the Company's listing application as prescribed by and solely to the extent as required under the Listing Rules, the Code of Conduct and the SFC Corporate Finance Adviser Code of Conduct in their capacity as the Joint Sponsors and the Overall Coordinators in connection with the Listing and the Global Offering).

The Warrantors, on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting in their respective

roles as principal and not the agent (except and solely, with respect to the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4 hereof, with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any member of the Group or the Warrantors, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Warrantors or any of them on other matters, except for, with respect to the Joint Sponsors and the Overall Coordinators, the advisory responsibility to the Company on matters in relation to the Company's listing application as prescribed by and solely to the extent as required under the Listing Rules, the Code of Conduct and the SFC Corporate Finance Adviser Code of Conduct in their respective capacities as the Joint Sponsors and the Overall Coordinators in connection with the proposed listing of the Company).

Each of the Warrantors further acknowledges and agrees that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are not advising the Warrantors, their respective directors, management, shareholders or creditors or any other person (to the extent applicable) as to any legal, Tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors and the Overall Coordinators, any advice to the Company on matters in relation to the Company's listing application as prescribed by and solely to the extent as required under the Listing Rules, the Code of Conduct and the SFC Corporate Finance Adviser Code of Conduct in their respective capacities as the Joint Sponsors and the Overall Coordinators in connection with the proposed listing of the Company) in any jurisdiction. Each of the Warrantors shall consult with its/his own advisers concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, their respective Affiliates and their and their respective Affiliates' respective directors, officers and employees shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of Shares on the Main Board of the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that that the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Warrantors.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against the Joint Sponsors,

the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters with respect to any breach or alleged breach of any fiduciary, agency, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions.

3.13 **Several obligations:** Any transaction carried out by the appointees under Clauses 3.1 to 3.7, or by any of the delegates under Clause 3.8 of such appointee, within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal and any stabilizing activities conducted in accordance with Clause 6.1) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.8. The obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. None of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

3.14 **Advice to the Company:** The Company hereby confirms and acknowledges that each of the Overall Coordinators has:

3.14.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;

3.14.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicating its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;

3.14.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;

3.14.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;

3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs;

3.14.6 advised and guided the Company and its directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its directors fully understand and undertake to the Joint Sponsors and the Underwriters that they have met or will meet these responsibilities; and

3.14.7 where the Company decided not to adopt an Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead

to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

4 HONG KONG PUBLIC OFFERING

4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by the Company, the Joint Sponsors shall arrange for and the Company shall cause the Formal Notice to be published on the official website of the Stock Exchange at **www.hkexnews.hk** and the official website of the Company at **www.shouhui-tech.com** on the days specified in Schedule 5 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters)). The Company will, on the Prospectus Date, publish the Prospectus on the official website of the Company at **www.shouhui-tech.com** and the official website of the Stock Exchange at **www.hkexnews.hk**.

4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to the terms and the conditions contained in the Receiving Bank Agreement. The Company shall procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.

4.3 **Share Registrar and HK eIPO White Form Service:** The Company has appointed the Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the provision of the HK eIPO White Form Service upon and subject to the terms and conditions of the Registrar's Agreement. The Company undertakes with Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters to procure that the Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.

4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a No. 8 typhoon warning signal or above, "extreme conditions" caused by a super typhoon as announced by the Government of the Hong Kong and/ or a black rainstorm warning signal (collectively, "**Severe Weather Signals**") being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such Severe Weather Signal remains in force at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.

4.5 **Basis of allocation:** The Company agrees that the Joint Sponsors and the Overall Coordinators, after consultation with the Company, shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allocation of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application. Notwithstanding the above consultation with the Company, the Joint Sponsors and the Overall

Coordinators shall not be obliged to take any instruction or recommendation from the Company to determine such allocation.

The Company shall, and shall procure the Receiving Bank and the Share Registrar to, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Joint Sponsors and the Overall Coordinators with such information, calculations and assistance as the Joint Sponsors and the Overall Coordinators may require for the purposes of determining, *inter alia*:

4.5.1 in the event of an Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or

4.5.2 in the event of an Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; and

4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.

4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (an "**Under-Subscription**"), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by the Hong Kong Underwriter's Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Under-Subscription (the "**Unsubscribed Shares**"), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application), provided that

4.6.1 the obligations of the Hong Kong Underwriters in respect of such Unsubscribed Shares under this Clause 4.6 shall be several (and not joint or joint and several);

4.6.2 the number of Unsubscribed Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 1):

$$[\, N = T \times \frac{(C - P)}{(AC - AP)} \,]$$

where in relation to such Hong Kong Underwriter:

N is the number of Unsubscribed Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;

T is the total number of Unsubscribed Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable;

C is the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;

P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;

AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable; and

AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Overall Coordinators in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Shares under this Clause 4.6 shall be final and conclusive.

None of the Overall Coordinators or the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Overall Coordinators that the relevant application was made or procured to be made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 4.

4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted Hong Kong Public Offering Applications received prior to the closing of the Application Lists and accepted by the Joint Sponsors and the Overall Coordinators pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.

4.9 **Applications and payment for Unsubscribed Shares:** In the event of an Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the day of such notification and subject

to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

4.9.1 make application(s) for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Overall Coordinators records for the duly completed applications; and

4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Sponsor-OCs on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Overall Coordinators shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on May 29, 2025 (the date specified in the Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

4.10 **Power of the Overall Coordinators to make applications:** In the event of an Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsubscribed Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.

4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (an "**Over-Subscription**"), then:

4.11.1 subject to any required reallocation as set out in Clause 4.11.2 or 4.11.3 and relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants published by the Stock Exchange and the applicable Listing Rules, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications;

4.11.2 if purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Over-Subscription represents a subscription of (i) 15 times or more but less than 50 times, (ii) 50 times or more but less than 100 times, or (iii) 100 times or more, of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares shall be reallocated to the Hong Kong Public Offering from the

International Offering, so that the total number of Offer Shares available under the Hong Kong Public Offering will be increased to 7,307,600 (in the case of (i)), 9,743,600 (in the case of (ii)) and 12,179,200 (in the case of (iii)) Offer Shares, respectively, representing approximately 30% (in the case of (i)), 40% (in the case of (ii)) or 50% (in the case of (iii)), respectively, of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Over-allotment Option); and

4.11.3 if (i) the International Offer Shares initially offered under the International Offering are not fully subscribed but the Hong Kong Offer Shares under the Hong Kong Public Offering are fully or over-subscribed, or (ii) the International Offer Shares initially offered under the International Offering are fully subscribed or over-subscribed and the Over-Subscription represents a subscription of less than 15 times of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 4,872,000 Offer Shares, representing two times the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, and the Offer Price shall be fixed at the bottom end of the indicative Offer Price range (i.e. HK$6.48 per Offer Share) stated in the Prospectus.

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Purchasing Commitments of the International Underwriters shall be reduced accordingly, and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of such Offer Shares reallocated to the Hong Kong Public Offering.

4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:**

4.12.1 If an Under-Subscription shall occur, the Overall Coordinators, shall have the right to (but shall have no obligation to), in their sole and absolute discretion, reallocate all or any of the Unsubscribed Shares to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsubscribed Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may, in their sole and absolute discretion, determine.

4.12.2 If a Money Settlement Failure shall occur, the relevant Hong Kong Offer Shares shall be reallocated from the Hong Kong Public Offering to the International Offering and be made available as additional International Offer Shares.

The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of the Offer Shares to be reallocated to the International Offering. For the avoidance of doubt, any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon an Over-Subscription having

occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.

4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on May 29, 2025 (the date specified in the Prospectus for the despatch of share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived or modified in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;

5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and

5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications (with interest earned or accrued thereon, if any) and held by the Nominee will be paid in Hong Kong dollars to the Company at or around 9:30 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later

than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:

5.2.1 the Sponsor-OCs are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Sponsor-OCs (and where a person other than the Sponsor-OCs is entitled to any amount so deducted, such amount will be received by the Sponsor-OCs on behalf of such person) the amounts payable by the Company pursuant to Clause 7, provided the payment of such costs payable by the Company pursuant to Clause 7 (if so directed by the Sponsor-OCs to be deducted from such application monies pursuant to this Clause 5.2.1) shall be set out in a schedule and agreed between the Company and the Sponsor-OCs no later than one business day before the Listing Date and the Sponsor-OCs shall settle the same within 45 days after the Listing Date; and

5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 7, the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid in full, within 10 Business Days after receiving the first written request to be issued by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and/or the relevant party which incurred the costs, expenses, fees, charges and Taxation (as the case may be) after 30 days following the Listing Date, or (where applicable) pursuant to the terms and conditions of the relevant agreement(s) entered into between the Company and the relevant parties, the shortfall or the amounts not so deducted, as applicable, to the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK$8.08 per Offer Share.

5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Sponsor-OCs will, for themselves and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sponsor-OCs are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.

5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company**: Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Sponsor-OCs will, on behalf of the Company, arrange for the payment by the Nominee to the persons entitled thereto of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the

application monies received in respect of the Hong Kong Public Offering Applications. The Sponsor-OCs are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.

5.5 **Refund**: The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar's Agreement, the Nominee will pay refunds of applications monies, and the Share Registrar will arrange for payment of refunds of application monies, to those successful or unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive any refund of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.

5.6 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.

5.7 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of their respective Affiliates has or shall have any liability whatsoever under Clause 5 or Clause 7 or otherwise for any default by the Nominee or any other application of funds.

6 STABILIZATION

6.1 **Stabilization:** The Company hereby appoints, to the exclusion of all others, CICC (the "**Stabilizing Manager**") as its stabilizing manager in connection with the Global Offering to (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilizing action(s) with a view to supporting the market price of the Offer Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Company hereby acknowledges and agrees that the Stabilizing Manager may, from time to time, in its sole and absolute discretion, appoint agents to act on its behalf with the same authorities and rights as the Stabilizing Manager in connection with any stabilization activities. Any stabilization actions taken by the Stabilizing Manager or any person acting for it as stabilizing manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time.

Each of the Hong Kong Underwriters (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party to this Agreement that it will not take or cause or authorize any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company (which, for the avoidance of doubt, does not include the exercise of the Over-allotment Option).

6.2 **Stabilizing losses and profits:**

6.2.1 All profits or gains, and all liabilities, expenses and losses, arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the account(s) of the Stabilizing Manager, Sponsor-OCs, the Overall Coordinators and/or the International Underwriters upon and subject to the terms and conditions of the agreement among International Underwriters.

6.2.2 The Company shall not be responsible for any liabilities, expenses and losses and shall not be entitled to any profit arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager.

6.3 **No stabilization by the Warrantors:** Each of the Warrantors undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and each of them that, it/he will not, and will cause its/his Affiliates or any of its/his or its/his Affiliates' respective directors, officers, employees, promoters, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

6.3.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

6.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or

6.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

provided that the granting and exercising of the Over-allotment Option pursuant to this Agreement and the International Underwriting Agreement and the lending of Shares by Little Blue Light pursuant to the Stock Borrowing Agreement shall not constitute a breach of this Clause 6.3.

7 COMMISSIONS AND COSTS

7.1 **Underwriting commission:** Subject to the provisions of this Clause 7, in consideration for the services of the Hong Kong Underwriters in connection with underwriting, managing and distributing in respect of the Hong Kong Public Offering, and of the Hong Kong Underwriters assuming their Hong Kong Public Offering Underwriting Commitment under this Agreement, subject to this Agreement having become unconditional and having not been terminated in accordance with Clause 11, the Company shall pay to the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 3% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4) (the "**Underwriting Commission**"). For the avoidance of doubt, no underwriting commission in respect of any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively, shall be paid to the Hong Kong Underwriters as the relevant underwriting commission relating to such Shares will be payable to the International Underwriters in accordance with the International Underwriting Agreement. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission will be determined in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Overall Coordinators shall be no less favorable than as set out in the OC Engagement Letters and in compliance with the Listing Rules, the Code of Conduct and Guide For New Listing Applicants published by the Stock Exchange; and (b) any adjustment to the allocation of the Underwriting Commission to each CMI as set out in the

respective CMI Engagement Letter shall be in compliance with the Listing Rules, the Code of Conduct and Guide For New Listing Applicants published by the Stock Exchange. The payment by the Company to CICC (as settlement agent of the Hong Kong Underwriters) of the Underwriting Commission in accordance with Clause 5.2 shall be a full discharge of the Company's obligation to the Hong Kong Underwriters to pay the Underwriting Commission and the Company shall not be responsible for the allocation and distribution of the Underwriting Commission among the Hong Kong Underwriters.

7.2 **Incentive fee:** The Company may, at its sole and absolute discretion, pay any one or all of the Hong Kong Underwriters an additional incentive fee (the "**Incentive Fee**") of up to 1% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively). The actual absolute amount of the Incentive Fee (if any) and the split of the Incentive Fee (if any), in absolute amount, among all Underwriters, shall be determined by the Company at its sole and absolute discretion and communicated to each CMI at or around the Price Determination Date and to be set out in the International Underwriting Agreement (but in any event before the submission to the Stock Exchange the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the "Regulatory Forms" section of the Stock Exchange's website) on FINI), the payment of which is expected to be determined in the International Underwriting Agreement and would be made through either deduction from the application monies by the Sponsor-OCs in accordance with Clause 5.2.1 or in accordance with the terms in the International Underwriting Agreement.

7.3 **Sponsor fee and other fees and expenses**: The Company shall further pay to the Joint Sponsors the sponsor fee and other fees and expenses of such amount and in such manner as have been separately agreed pursuant to and in accordance with the terms of the Sponsor and Sponsor-OC Mandate.

7.4 **Other costs payable by the Company:** Subject to Clause 7.5, all fees, costs, charges, Taxation and expenses of, in connection with or incidental to the Global Offering, the listing of the Shares on the Main Board of the Stock Exchange and this Agreement, and the transactions contemplated thereby or hereby including, without limitation:

7.4.1 fees, disbursements and expenses of the Reporting Accountants;

7.4.2 fees, disbursements and expenses of any transfer agent or registrar for the Shares and any service provider appointed by the Company in connection with HK eIPO White Form Service;

7.4.3 fees, disbursements and expenses of all Legal Advisers and any other legal advisers to the Company or the Underwriters;

7.4.4 fees, disbursements and expenses of the IT audit consultant engaged by the Company;

7.4.5 fees, disbursements and expenses of any public relations consultants engaged by the Company;

7.4.6 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant;

7.4.7 fees, disbursements and expenses of any translators engaged by the Company;

7.4.8 fees, disbursements and expenses of the Receiving Bank and the Nominee;

7.4.9 fees, disbursements and expenses of the financial printer engaged by the Company;

7.4.10 fees and expenses of other agents, third party service providers, consultants and advisers engaged by the Company or, as agreed by the Company, the CMIs and the Underwriters relating to the Global Offering;

7.4.11 fees and expenses related to the application for listing of and permission to deal in the Shares on the Main Board of the Stock Exchange, the filing or registration of any documents (including, without limitation, the Hong Kong Public Offering Documents, the CSRC Filings and any amendments and supplements thereto) with any relevant Authority (including, without limitation, the Registrar of Companies in Hong Kong and the CSRC) and the qualification of the Offer Shares in any jurisdiction;

7.4.12 all costs and expenses for roadshow (including pre-deal or non-deal roadshow), pre-marketing or investor education activities, and presentations or meetings undertaken as agreed by the Company in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including without limitation, expenses associated with the production of the slides and graphics for the Investor Presentation Materials as agreed by the Company, and all fees, disbursements and expenses of any consultants engaged by the Company in connection with the Investor Presentation Materials, documentary, travel, lodging and other fees and expenses incurred by the Company or as agreed by the Company, the Overall Coordinators, the Joint Global Coordinators, the CMIs and the Underwriters and any such consultants and their respective representatives;

7.4.13 all printing, document production, courier and advertising costs in relation to the Global Offering as incurred or agreed by the Company;

7.4.14 all costs of preparation, despatch and distribution of the Offering Documents, and all amendments and supplements thereto;

7.4.15 all costs and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing and other presentations relating to the Global Offering as agreed by the Company;

7.4.16 all costs of preparation, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;

7.4.17 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, all capital duty (if any), premium duty (if any), stamp duty (if any), Taxation, levy and other fees, costs and expenses payable in respect of the creation, issue, allotment, sale, distribution and delivery of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of and the performance of any provisions of this Agreement or otherwise in connection with the Global Offering;

7.4.18 all costs and expenses related to the preparation and launching of the Global Offering as agreed by the Company;

7.4.19 all costs and expenses related to the press conferences of the Company in relation to the Global Offering as agreed by the Company;

7.4.20 all stock admission fees, processing charges and related expenses payable to HKSCC;

7.4.21 all CCASS transaction fees payable in connection with the Global Offering;

7.4.22 all fees and expenses related to background check and searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, company searches and directorship searches and other searches conducted in connection with the Global Offering as agreed by the Company; and

7.4.23 all costs, fees and out-of-pocket expenses incurred by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters or any of them or on their or its behalf in accordance with this Agreement or and the International Underwriting Agreement in connection with the Global Offering, or as agreed by the Company, incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 7.4 or pursuant to any other agreements between the Company and any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Underwriters,

shall be borne by the Company, and the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such fees, costs, charges, Taxation and expenses in accordance with the terms of the respective engagements or otherwise in the manner as previously agreed by the Company. Notwithstanding anything to the contrary in Clause 17.12, if any costs, expenses, fees or charges referred to in this Clause 7.4 is paid or to be paid by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters for or on behalf of the Company, the Company shall, and the Controlling Shareholders shall procure the Company to, reimburse such costs, expenses, fees or charges to the relevant Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter on an after-tax basis.

7.5 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission and Incentive Fee under Clauses 7.1 and 7.2, but the Company shall, and the Controlling Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties, all costs, fees, charges, Taxation and expenses referred to in Clauses 7.3 and 7.4 which have been incurred or are liable to be paid by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters and all other costs, fees, charges, Taxation and expenses payable by the Company pursuant to Clauses 7.3 and 7.4 in accordance with the terms of the respective engagements or otherwise in the manner as previously agreed by the Company, or in the absence of such engagement letter or agreement, within 15 Business Days of the first written request by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the relevant party which incurred the costs, fees, charges, Taxation and expenses, as the case may be.

7.6 **Time of payment of costs:** All commissions, fees, costs, charges and expenses referred to in this Clause 7 shall, except as otherwise provided in this Clause 7, if not so deducted pursuant to Clause 5.2, be payable by the Company in accordance with the terms of the respective engagements or otherwise in the manner as previously agreed by the Company, or in the absence of such engagement letter or agreement, within 10 Business Days after receiving the first written request to be issued by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and/or the Hong Kong Underwriters or the relevant party which incurred the commission, costs, expenses, fees and charges (as the case may be) after 30 days following the Listing Date.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties:** Each of the Warrantors hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of Schedule 2 hereto, and each of the Controlling Shareholders hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of Schedule 2 hereto, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Warrantors acknowledges that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

8.2 **Warranties repeated:** The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:

8.2.1 on the date of registration of the Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding up and Miscellaneous Provisions) Ordinance;

8.2.2 on the Prospectus Date;

8.2.3 on the Acceptance Date;

8.2.4 on the Price Determination Date;

8.2.5 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);

8.2.6 immediately prior to (i) the delivery by the Overall Coordinators and/or the other Hong Kong Underwriters of duly completed applications, and (ii) payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);

8.2.7 the Announcement Date;

8.2.8 immediately prior to 8:00 a.m. on the Listing Date;

8.2.9 immediately prior to commencement of dealings in the Offer Shares on the Main Board of the Stock Exchange;

8.2.10 the date(s) on which the Over-allotment Option (or any part thereof) is exercised;

8.2.11 the date on which any subscription of Offer Shares pursuant to any exercise of the Over-allotment Option is completed; and

8.2.12 the date on which the stabilization period expires,

in each case with reference to the facts and circumstances then subsisting, provided, however, that all of the Warranties shall remain true, accurate and not misleading as at each of the dates or times specified above, without taking into consideration in each case any amendment or

supplement to the Offering Documents or the CSRC Filings made or delivered under Clause 8.5 subsequent to the date of the registration of the Prospectus, or any approval by the Joint Sponsors and/or the Overall Coordinators, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the on-going nature of the Warranties.

8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to promptly notify the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its/his knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect, at any time up to the last to occur of the dates specified in Clause 8.2, or if it/he becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate or misleading in any respect, or any significant new factor likely to materially and adversely affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any of the Warrantors (as the case may be).

8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents, the CSRC Filings or any of them without the prior approval of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), except as required by applicable Laws, in which case the Company shall, to the extent permissible under the applicable Laws, first consult the Joint Sponsors and the Overall Coordinators before such amendments or supplement.

8.5 **Remedial action and announcements:** Each of the Warrantors shall notify the Joint Sponsors and the Overall Coordinators, promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement; or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate or misleading any statement, whether fact or opinion, contained in the Offering Documents, the CSRC Filings or any of them; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents, the CSRC Filings or any of them, if the same were issued immediately after occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or CSRC Filings; or (iv) any significant new factor likely to affect the Hong Kong Public Offering, the Global Offering or any Warrantor shall arise, and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be reasonably required by the Joint Sponsors and/or the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as

the Joint Sponsors and the Overall Coordinators may require and supplying the Joint Sponsors and the Sponsor-OCs (on behalf of themselves and the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may require. For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Overall Coordinators for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Joint Sponsors, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or delivery of such matter, event or fact, or (ii) result in the loss of the Joint Sponsors', the Sponsor-OCs', the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement, amendment or document or do any such act or thing without the prior written consent of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), except as required by Laws, in which case the relevant Warrantor shall, to the extent permitted by Laws, first consult the Joint Sponsors and the Overall Coordinators before such issue, publication or distribution or act or thing being done.

8.6 **Warrantors' Knowledge:** A reference in this Clause 8 or in Schedule 2 to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it/he has been made after due and careful enquiry and that such Warrantor (if an individual) or the directors of such Warrantor (if a legal entity) has used its/his best endeavors to ensure that all information given in the relevant Warranty is true, complete and accurate and not misleading or deceptive. Notwithstanding that any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its/his personal representatives or its/his successors in title.

8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) against any other person under the same or a similar liability.

8.9 **Consideration:** Each of the Warrantors has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs,

the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.

8.10 **Full force:** For the purpose of this Clause 8:

8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and

8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement, and, when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

8.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

9 INDEMNITY

9.1 **No claims against Indemnified Parties:** No claim (whether or not any such claim involves or results in any action, suit or proceeding) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this Clause 9), the Indemnifying Parties to recover any of the losses, liabilities, damages, payments, costs (including legal costs), charges, fees and expenses ("**Losses**") or Taxation which the Indemnifying Parties may suffer or incur by reason of or in any way arising out of: (i) the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering; (ii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares, the preparation or despatch of the Hong Kong Public Offering Documents; or (iii) any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

9.2 **Indemnity:** Each of the Indemnifying Parties undertakes, from time to time, jointly and severally, to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against (i) all Proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party, and (ii) all Losses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, response to, defense or settlement or compromise of any such Proceedings or the enforcement of any such settlement or compromise or any judgment obtained in respect of any such Proceedings) which, jointly or severally, any Indemnified Party may suffer or incur or which may be made or threatened to be brought against any Indemnified Party and which, directly or indirectly, arise out of or are in connection with:

9.2.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proof, the PHIP, the CSRC Filings, notices, announcements, advertisements, communications, Investor Presentation Materials or other documents issued by or on behalf of the Company relating to or connected with the Group or the Global Offering and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them) (collectively, the "**Related Public Information**"); or

9.2.2 any of the Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue statement of a fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required by applicable Laws to be contained thereto (but excluding the information relating to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs and/or the Hong Kong Underwriters, it being understood that such information consists only of the names, logos, addresses and qualification of the respective Indemnified Persons disclosed in the sections headed "Directors and Parties Involved in this Global Offering", "Appendix IV - Statutory and General Information" and "Underwriting" in the Prospectus); or

9.2.3 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Related Public Information, being or alleged to be untrue, inaccurate or misleading in any respect, or based on an unreasonable assumption, or any omission or alleged omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; or

9.2.4 the execution, delivery and performance by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement, the Offering Documents or the Listing Rules or in connection with the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as a Sponsor-OC, Overall Coordinator, CMI or otherwise, as applicable; or

9.2.5 the execution, delivery or performance of this Agreement by the Warrantors and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or

9.2.6 any breach or alleged breach on the part of the Warrantors of any of the provisions of this Agreement, the Price Determination Agreement, the International Underwriting Agreement, any other agreements in connection with the Global Offering to which the Warrantors and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters are or are to be a party or the Articles of Association; or

9.2.7 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue or inaccurate or misleading in any respect or alleged to have been breached in any respect; or

9.2.8 any breach or alleged breach of the Laws of any country or territory resulting from the issue, publication, distribution or making available of any of the Related Public

Information and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents, this Agreement and the International Underwriting Agreement; or

9.2.9 any act or omission of any Group Company or any of the Warrantors or any of their respective directors, officers or employees in relation to the Global Offering; or the Global Offering or any of the Offering Documents and the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, the CSRC Rules or any Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or

9.2.10 any failure or alleged failure by the Company, any of the Controlling Shareholders, any of the Directors, or any Group Company to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the Hong Kong Public Offering); or

9.2.11 any breach or alleged breach by any Group Company or any of the Warrantors of the applicable Laws in any respect; or

9.2.12 any Proceeding having commenced or being instigated or threatened against the Company, any Group Company or any of the Directors, or settlement of any such Proceeding; or

9.2.13 any breach or alleged breach by any of the Warrantors of the terms and conditions of the Global Offering; or

9.2.14 any other matter arising in connection with the Global Offering,

provided that the indemnity provided for in this Clause 9.2 shall not apply in respect of an Indemnified Party in connection with the matters referred to in Clause 9.2.4 to the extent where any such Proceeding or any such Loss suffered or incurred by such Indemnified Party is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have resulted solely and directly from the gross negligence, wilful default or fraud of by such Indemnified Party.

For avoidance of doubt, the non-application of the indemnity provided for in Clause 9 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

9.3 **Notice of claims:** If any of the Warrantors becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 9.2, it/he shall promptly give notice thereof to the Sponsor-OCs (for themselves and on behalf of other Indemnified Party) in writing with reasonable details thereof.

9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, notify the Indemnifying Parties of the institution of such Proceeding with reasonable details thereof, provided, however, that the omission to so notify the Indemnifying Parties shall not relieve the Indemnifying Parties from any liability which they may have to any Indemnified Party under this Clause 9 or otherwise. The Indemnifying Parties may participate at their expense in the defense of such Proceedings including appointing counsel at their expense to act for them in such Proceedings; provided,

however, except with the consent of the Sponsor-OCs (for themselves and on behalf of any Indemnified Parties), that counsel to the Indemnifying Parties shall not also be counsel to the Indemnified Parties. Unless the Sponsor-OCs (for themselves and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Parties acting as counsel to such Indemnified Parties in such Proceeding, the Sponsor-OCs (for themselves and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Parties and paid as incurred.

9.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any current, pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Parties under this Agreement. The Indemnifying Parties shall be liable for any settlement or compromise by the Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of the Indemnifying Parties, and agree to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. The Indemnified Parties are not required to obtain consent from the Indemnifying Parties with respect to such settlement or compromise or consent to judgment. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at Law or otherwise, and the obligations of the Indemnifying Parties shall be in addition to any liability which the Indemnifying Party may otherwise have.

9.6 **Arrangements with advisers:** If any Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:

9.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;

9.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

9.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.

9.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment

obtained with respect to, any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.

9.8 **Payment free from counterclaims/set-offs**: All payments made by any Indemnifying Party under this Clause 9 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Laws. If the Indemnifying Party makes a deduction or withholding under this Clause 9, the sum due from the Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

9.9 **Payment on demand**: All amounts subject to indemnity under this Clause 9 shall be paid by the Indemnifying Parties as and when they are incurred within 30 Business Days of a written notice demanding payment being given to the Indemnifying Parties by or on behalf of the relevant Indemnified Party.

9.10 **Taxation:** If a payment under this Clause 9 will be or has been subject to Taxation, the Indemnifying Parties shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.

9.11 **Full force:** The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that it will, and each of the Controlling Shareholders shall undertake with respect to Clauses 10.2, 10.3, 10.6 and 10.8 and shall procure the Company to:

10.1 **Global Offering:** comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the CSRC Rules, the Listing Rules and all applicable Laws and all applicable requirements of the Stock Exchange, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including, without limitation:

10.1.1 doing all such things as are necessary to ensure that Admission is obtained and not cancelled or revoked;

10.1.2 making and obtaining all necessary Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the CSRC and other relevant Authorities, including but not limited to lodging with the Stock Exchange all relevant documents, declarations and undertakings on FINI in such manner, form and time as required under the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC;

10.1.3 making available on display on Stock Exchange's website at www.hkexnews.hk and the Company's website at www.shouhui-tech.com, the documents referred to in the section of the Prospectus headed "Appendix V – Documents Delivered to the Registrar of Companies and Available on Display" for the period stated therein;

10.1.4 using its best endeavors to procure that the Share Registrar, the HK eIPO White Form Service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the Registrar's Agreement and the Receiving Bank Agreement, and do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated therein;

10.1.5 procuring that none of the Company, any member of the Group, the Controlling Shareholders, and/or any of their respective directors, supervisors, officers, employees, Affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40^{th}) day immediately following the Price Determination Date;

10.1.6 procuring that no Connected Person of the Company, existing shareholder of the Company or their respective Close Associates will, itself/himself/herself (or through a company controlled by it/him) apply to subscribe for or purchase Hong Kong Offer Shares either in its/his own name or through nominees unless permitted to do so under the Listing Rules or having obtained the relevant waiver or consent from the Stock Exchange for such subscription, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any Connected Person or existing shareholder of the Company or their respective Close Associates either in its/his own name or through a nominee, it shall forthwith notify the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters);

10.1.7 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Prospectus headed "Future Plans and Use of Proceeds" (unless otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange, and no such change could be made without the consent of the Joint Sponsors and the Overall Coordinators during a period of 12 months from the Listing Date (such consent shall not be unreasonably withheld or delayed), and the Company shall provide reasonable prior notice and the details of such change (if any) to the Joint Sponsors and the Overall Coordinators), and not, directly or indirectly, using such proceeds, or lending, contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of funding, financing or facilitating any activities or business of or with any person or entity, or of, with or in any country or territory, that, at the time of such funding, financing or facilitating, is subject to any sanctions Laws, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any sanction Laws;

10.1.8 cooperating with and fully assisting, and procuring the members of the Group, the Controlling Shareholders, the substantial shareholders (as defined in the Listing Rules), Associates of the Company, and/or any of their respective directors, officers, employees, Affiliates, agents, advisers, reporting accountants, auditors, legal

counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including but not limited to the provision of materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct, the Listing Rules and the CSRC Rules;

10.1.9 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;

10.1.10 from the date hereof until 5:00 p.m. on the date which is the 30th Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital, nor (ii) changing or altering its capital structure (including but not limited to alteration to the par value of the Shares whether as a result of consolidation, sub-division or otherwise); and

10.1.11 that no preferential treatment has been, nor will be, given to any placee and its Close Associates by virtue of its relationship with the Company in any allocation of the placing tranche;

10.2 **Information:** provide:

10.2.1 to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters all such information known to the Company or the Controlling Shareholders or which on due and careful enquiry ought to be known to the Company or the Controlling Shareholders and whether relating to the Group or the Company or any of the Controlling Shareholders or otherwise as may be reasonably required by the Joint Sponsors or the Sponsor-OCs (for themselves and on behalf of the Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange, of the SFC, of the CSRC or of any other relevant Authority); and

10.2.2 to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and/or the Overall Coordinators may reasonably require.

10.3 **Restrictive covenants:** not, and procure that no other member of the Group will:

10.3.1 at any time after the date of this Agreement up to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time;

10.3.2 on or prior to the Listing Date, enter into any commitment or arrangement which, in the sole and absolute opinion of the Joint Sponsors and the Overall Coordinators, has

or will or may result in a Material Adverse Effect or adversely affect the Global Offering;

10.3.3 at any time after the date of this Agreement up to and including the second anniversary of the last date for lodging of applications under the Hong Kong Public Offering, take any steps which, in the sole opinion of the Joint Sponsors and the Overall Coordinators, would be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention in the Prospectus and/or the CSRC Filings;

10.3.4 amend any of the terms of the appointments of the Share Registrar, the Nominee, the Receiving Bank and the HK eIPO White Form Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators;

10.3.5 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company, including, without limitation, the Articles of Association, save as requested by the Stock Exchange, the SFC, the CSRC or any other Authority which is entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules or allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing as described in the Prospectus; and

10.3.6 without the prior written approval of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that, any approval given should not constitute a waiver of any rights granted to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement;

10.4 **Maintaining listing**: maintain a listing for and will refrain from taking any action that could jeopardize the listing status of, the Shares on the Main Board of the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;

10.5 **Legal and regulatory compliance:** comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Authority), including, without limitation:

10.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;

10.5.2 complying with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;

10.5.3 complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its directors;

10.5.4 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;

10.5.5 submitting to the Stock Exchange, as soon as practicable before the commencing of dealings in the Shares on the Stock Exchange, the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the "Regulatory Forms" section of the Stock Exchange's website) via FINI;

10.5.6 procuring that the audited consolidated accounts of the Company for its financial year ending December 31, 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the Accounts contained in the report of the Reporting Accountants set out in Appendix I to the Prospectus;

10.5.7 at all times adopting and upholding a securities dealing code no less exacting than the "Model Code for Securities Transactions by Directors of Listed Issuers" set out in Appendix C3 to the Listing Rules and procuring that the directors of the Company uphold, comply and act in accordance with the provisions of the same;

10.5.8 complying with the Listing Rules, the CSRC Filing Rules, Part XIVA of the Securities and Futures Ordinance and/or any other applicable Laws to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and/or any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Authority to be announced and disseminated to the public, provided that if permissible by applicable Laws, shall give the Joint Sponsors and the Overall Coordinators not less than three Business Days' notice (or such shorter reasonable notice as agreed by the Joint Sponsors and the Overall Coordinators) and reasonable opportunity to review and comment on such disclosure prior to issuance;

10.5.9 complying with all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the "**Relevant Information**"); and (C) maintenance of confidentiality of any Relevant Information;

10.5.10 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including but not limited to the CSRC Rules), promptly notifying the CSRC or the relevant Authority in the PRC and providing it with such

material information in accordance with to the applicable Laws, and during a period of six months after the Listing Date, promptly notifying the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;

10.5.11 keeping the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange, the SFC or of any other relevant Authority, and to enable the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) to provide (or procuring their provision) to the CSRC, the Stock Exchange, the SFC or any such relevant Authority, in a timely manner, such information as the CSRC, the Stock Exchange, the SFC or any such relevant Authority may require;

10.5.12 providing to or procuring for the Joint Sponsors and the Overall Coordinators all necessary consents to the provision of the information referred to in Clause 10.1 and Clause 10.5;

10.5.13 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator;

10.5.14 complying with all the undertakings and commitments made by it or the Directors in the Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC and/or the CSRC; and

10.5.15 maintaining the appointment of a compliance adviser and obtaining advice from such compliance adviser in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules;

10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved in accordance with the recommendations as set out in such report to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.

10.7 **Significant changes:** If, at any time within 12 months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents and the CSRC Filings had it arisen before any of them was issued or would be required to be included in any post-listing reports to CSRC pursuant to the CSRC Rules, then, in connection therewith, (i):

10.7.1 promptly provide full particulars thereof to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters;

10.7.2 if so required by the Joint Sponsors or the Overall Coordinators, inform the Stock Exchange, the SFC or the CSRC of such change or matter;

10.7.3 if so required by the Stock Exchange, the SFC, the CSRC, the Joint Sponsors or the Overall Coordinators, promptly amend and/or prepare and deliver (through the Joint Sponsors and the Sponsor-OCs) to the Stock Exchange, the SFC or the CSRC for approval, documentation containing details thereof in a form agreed by the Joint Sponsors and the Overall Coordinators and publish such documentation in such manner as the Stock Exchange, the SFC, the CSRC, the Joint Sponsors and/or the Overall Coordinators may require; and

10.7.4 make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares,

in each case, at the Company's own expense, and (ii) not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter aforesaid without the prior written consent of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters).

For the purposes of this Clause 10.7, "**significant**" means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

10.8 **General**: without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11 TERMINATION

11.1 **Termination by the Sponsor-OCs:** The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under this Agreement are subject to termination. If at any time prior to 8:00 a.m. on the day that trading in the Shares commences on the Stock Exchange:

11.1.1 there develops, occurs, exists or comes into force:

(a) any new law or regulation or any change or development involving a prospective change or any event or series of events or circumstances likely to result in a change or a development involving a prospective change in existing laws or regulations, or the interpretation or application thereof by any court or any competent Authority in or affecting Hong Kong, the Cayman Islands, the BVI, the PRC, the United States, the United Kingdom, the European Union (or any member thereof), Japan, Singapore or other jurisdictions relevant to the Group or the Global Offering (each a "**Relevant Jurisdiction**" and collectively, the "**Relevant Jurisdictions**"); or

(b) any change or development involving a prospective change, or any event or series of events or circumstances likely to result in a change or prospective change, in any local, national, regional or international financial, political, military, industrial, economic, fiscal, legal, regulatory, currency, credit or market conditions or sentiments, Taxation, equity securities or currency exchange rate or controls or any monetary or trading settlement system, or foreign investment regulations (including, without limitation, a devaluation of the Hong Kong dollar, United States dollar or Renminbi against any

foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or the Renminbi is linked to any foreign currency or currencies) or other financial markets (including, without limitation, conditions and sentiments in stock and bond markets, money and foreign exchange markets, the inter-bank markets and credit markets) in or affecting any Relevant Jurisdictions, or affecting an investment in the Offer Shares; or

(c) any event or series of events, or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, economic sanctions, strikes, labor disputes, other industrial actions, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, rebellion, public disorder, paralysis in government operations, acts of war, epidemic, pandemic, outbreak or escalation, mutation or aggravation of diseases, accident or interruption or delay in transportation, local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), act of God or act of terrorism (whether or not responsibility has been claimed)) in or affecting any of the Relevant Jurisdictions; or

(d) the imposition or declaration of any moratorium, suspension or limitation (including without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on the trading in shares or securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Tokyo Stock Exchange, the Singapore Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or

(e) the imposition or declaration of any general moratorium on banking activities in or affecting any of the Relevant Jurisdictions or any disruption in commercial banking or foreign exchange trading or securities settlement or clearing services, procedures or matters in or affecting any of the Relevant Jurisdictions; or

(f) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or

(g) the commencement by any Authority or other regulatory or political body or organization of any public action or investigation against a Group Company or a director or a senior management member of any Group Company or announcing an intention to take any such action; or

(h) the imposition of sanctions or export controls in whatever form, directly or indirectly, on any Group Company or by or on any Relevant Jurisdiction, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction; or

(i) any valid demand by creditors for payment or repayment of indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or

(j) any non-compliance of the Prospectus (or any other documents used in connection with the contemplated offering, allotment, issue, subscription or sale of any of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or

(k) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group or any Director or senior management members as named in the Prospectus; or

(l) any contravention by any Group Company or any Director of the Listing Rules or applicable Laws; or

(m) any change or prospective change, or a materialization of, any of the risks set out in the section headed "Risk Factors" in the Prospectus; or

(n) an order or petition is presented for the winding-up or liquidation of any member of the Group (other than the Company), or any member of the Group (other than the Company) makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group (other than the Company) or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurs in respect of any member of the Group (other than the Company); or

(o) other than with the prior written consent of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), the issue or requirement to issue by the Company of a supplement or amendment to the CSRC Filings pursuant to the CSRC Rules or upon any requirement or request of the CSRC; or

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters):

i. has or will or may have a material adverse effect, whether directly or indirectly, on the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Group as a whole;

ii. has or will or may have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of indications of interest under the International Offering; or

iii. makes or will make or may make it impracticable, inadvisable, inexpedient or incapable for any material part of this Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged, or for the Hong Kong Public Offering and/or the Global Offering to proceed, or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or

iv. has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) that:

(a) any statement contained in any of the Offering Documents, the CSRC Filings and/or any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto, but excluding the information relating to the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OCs, the Overall Coordinators, the CMIs and/or the Hong Kong Underwriters, it being understood that such information consists only of the names, logos, addresses and qualification of the respective Indemnified Persons disclosed in the sections headed "Directors and Parties Involved in this Global Offering", "Appendix IV - Statutory and General Information" and "Underwriting" in the Prospectus) (the "**Global Offering Documents**") was, when it was issued, or has become untrue, incorrect, inaccurate in any material respect or misleading; or that any estimate, forecast, expression of opinion, intention or expectation contained in any such documents, was, when it was issued, or has become unfair or misleading in any respect or based on untrue, dishonest or unreasonable assumptions or given in bad faith; or

(b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, constitute a material omission or misstatement in any Global Offering Document; or

(c) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the representations, warranties and undertakings given by the Company or the Controlling Shareholders in this Agreement or the International Underwriting Agreement; or

(d) any event, act or omission which gives rise or is likely to give rise to any liability of any of the Indemnifying Parties pursuant to the indemnities in this Agreement; or

(e) any breach of any of the obligations or undertakings imposed upon the Company or any member of the Controlling Shareholders or any cornerstone investor (as applicable) to this Agreement, the International Underwriting Agreement or the Cornerstone Investment Agreements; or

(f) there is any change or development involving a prospective change, constituting or having a Material Adverse Effect; or

(g) that the chairman of the Board, any Director or any member of the senior management of the Company named in the Prospectus seeks to retire, is removed from office or vacate his/her office; or

(h) any Director or any member of senior management of the Company named in the Prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management or taking directorship of a company; or

(i) the Company withdraws the Prospectus (and/or any other documents used in connection with the subscription or sale of any of the Offer Shares pursuant to the Global Offering) or the Global Offering; or

(j) that the approval by the Listing Committee of the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Capitalization Issue and Global Offering (including pursuant to any exercise of the Over-allotment Option) is refused or not granted, other than subject to customary conditions, on or before the Listing Date,

or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or

(k) any prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or

(l) an order or petition is presented for the winding-up or liquidation of the Company, or the Company makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of the Company or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurs in respect of the Company; or

(m) any person (other than the Joint Sponsors) has withdrawn or sought to withdraw its consent to the issue of any of the Offering Documents with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included therein in the form and context in which it respectively appears; or

(n) (A) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated; or (B) any non-compliance of the CSRC Filings with the CSRC Rules or any other applicable Laws; or

(o) that (i) a material portion of the orders placed or confirmed in the bookbuilding process or (ii) any investment commitment made by any cornerstone investors under the Cornerstone Investment Agreements signed with such cornerstone investors, have been withdrawn, terminated or cancelled,

then, in each case, the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may, in their sole and absolute discretion and upon giving notice in writing to the Company, terminate this Agreement with immediate effect.

11.2 **Effect of termination:** Upon the termination of this Agreement pursuant to the provisions of Clause 11.1 or Clause 2.4:

11.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of this Clause 11.2 and Clauses 7.3, 7.4, 7.5, 9, 13 to 17 and any rights or obligations which may have accrued under this Agreement prior to such termination;

11.2.2 with respect to the Hong Kong Public Offering, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Overall Coordinators pursuant to Clause 4.10 and/or by successful applicants under valid applications under the Hong Kong Public Offering shall be refunded forthwith (in the latter case, the Company shall procure that the Share Registrar and the Nominee dispatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar's Agreement and the Receiving Bank Agreement); and

11.2.3 notwithstanding anything to the contrary under this Agreement, the Company shall forthwith pay to the Overall Coordinators the fees, costs, charges and expenses set out in Clauses 7.3 and 7.4 in accordance with Clause 7.5, and the Sponsor-OCs may, in accordance with the provisions herein, instruct the Nominee to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that except pursuant to the Global Offering (including pursuant to the Over-allotment Option), at any time after the date of this Agreement up to and including the date falling six months after the Listing Date (the "**First Six Month Period**"), it will not, without the prior written consent of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

12.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in the share capital or any other securities of the Company or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase any share capital or other equity securities of the Company, as applicable), or deposit any share capital or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or

12.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of the Shares or any other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares); or

12.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 12.1.1 or 12.1.2 above; or

12.1.4 offer to or agree to do any of the foregoing specified in Clause 12.1.1, 12.1.2 or 12.1.3 or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of share capital or such other securities, in cash or otherwise (whether or not the issue of such share capital or other securities will be completed within the First Six Month Period). The Company further agrees that, in the event the Company is allowed to enter into any of the transactions described in Clause 12.1.1, 12.1.2 or 12.1.3 above or offers to or agrees to or announces any intention to effect any such transaction during the period of six months commencing on the date on which the First Six Month Period expires (the "**Second Six Month Period**"), it will take all reasonable steps to ensure that such an issue or disposal will not, and no other act of the Company will, create a disorderly or false market for any Shares or other securities of the Company.

The Controlling Shareholders undertake to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it/he shall procure the Company to comply with the undertakings in this Clause 12.1.

12.2 **Maintenance of public float:** The Company agrees and undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will, and the Controlling Shareholders undertake to procure that the Company will, comply with the minimum public float requirements specified in the Listing Rules (the "**Minimum Public Float Requirement**"), and it will not effect any purchase of the Shares, or agree to do so, which may reduce the holdings of the Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement or any waiver granted and not revoked by the Stock Exchange prior to the expiration of the Second Six Month Period without first having obtained the prior written consent of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters).

12.3 **Lock-up on the Controlling Shareholders and Certain Proxy Shareholders:** Each of the Controlling Shareholder hereby undertakes to each of the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that, without the prior written consent of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules, except pursuant to the Stock Borrowing Agreement: he/it will not and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for him/it and the companies controlled by him/it will not, at any time during the period commencing on the date of this Agreement and ending on, and including, the date that is twelve months from the Listing Date (the "**Twelve-Month Period**"), (i) offer, sell, offer to sell, contract or agree to sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company beneficially owned by him/it as of the date of the Prospectus or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any such other securities, as applicable or any interest in any of the foregoing) (the "**Locked-up Securities**"), or deposit any Locked-up Securities with a depositary in connection with the issue of depositary receipts, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of any Locked-up Securities, or (iii) enter into or effect any transaction with the same economic effect as any transaction specified in (i) or (ii) above, or (iv) offer to, contract to, agree to or announce, or publicly disclose any intention to effect any transaction specified in (i), (ii) or (iii) above, in each case, whether any of the transactions specified in (i), (ii) or (iii) above is to be settled by delivery of Shares or other securities of the Company or in cash or otherwise (whether or not such transaction will be completed within the Twelve-Month Period).

The Company hereby undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will procure each of Convolution Ltd and Plmmliu Ltd (the "**Lock-up Proxy Shareholders**"), during the Twelve-Month Period, will not (i) offer, sell, offer to sell, contract or agree to sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Locked-up Securities, or deposit any Locked-up Securities with a depositary in connection with the issue of depositary receipts, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of any Locked-up Securities, or (iii) enter into or effect any transaction with the same economic effect as any

transaction specified in (i) or (ii) above, or (iv) offer to, contract to, agree to or announce, or publicly disclose any intention to effect any transaction specified in (i), (ii) or (iii) above, in each case, whether any of the transactions specified in (i), (ii) or (iii) above is to be settled by delivery of Shares or other securities of the Company or in cash or otherwise (whether or not such transaction will be completed within the Twelve-Month Period).

The restrictions in this Clause 12.3 shall not prevent the Controlling Shareholders and the Lock-up Proxy Shareholders from (i) purchasing additional Shares or other securities of the Company and disposing of such additional Shares or securities of the Company in accordance with the Listing Rules, provided that any such purchase or disposal does not contravene the lock-up arrangements with the Controlling Shareholders or the Lock-up Proxy Shareholders referred to in this Clause 12.3 or the compliance by the Company with the Minimum Public Float Requirement, and (ii) using the Shares or other securities of the Company or any interest therein beneficially owned by them as security (including a charge or a pledge) in favor of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a bona fide commercial loan, provided that (a) the relevant Controlling Shareholder or such Lock-up Proxy Shareholder will immediately inform the Company and the Overall Coordinators in writing of such pledge or charge together with the number of Shares or other securities of the Company so pledged or charged if and when it/he or the relevant registered holder(s) pledges or charges any Shares or other securities of the Company beneficially owned by it/him, and (b) when the relevant Controlling Shareholder or Lock-up Proxy Shareholder receives indications, either verbal or written, from the pledgee or chargee of any Shares that any of the pledged or charged Shares or other securities of the Company will be disposed of, it/he will immediately inform the Company and the Overall Coordinators of such indications.

The Company hereby undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that upon receiving such information in writing from the Controlling Shareholders, it will, as soon as reasonably practicable and if required pursuant to the Listing Rules, the SFO and/or any other applicable Law, notify the Stock Exchange and/or other relevant Authorities, and make a public disclosure in relation to such information by way of an announcement.

12.4 **Full force:** The undertakings in this Clause 12 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed.

13 ANNOUNCEMENTS

13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published, made publicly available or despatched by the Company or any of its Controlling Shareholders (or by any of their respective directors, officers, employees, consultants, advisers or agents) during the period of six months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), except in the event and to the extent that any such announcement, circular, supplement or document is required by applicable Laws or the Listing Rules or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement has the force of law, and any such announcement, circular, supplement or document so issued, published, made publicly available or despatched by any of the parties shall, to the extent permissible by applicable Laws, be made only after consultation with the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), and after the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) have had

a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the issuer(s) thereof.

13.2 **Discussion with the Joint Sponsors and the Overall Coordinators:** The Company undertakes to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) that, to the extent permissible by applicable Laws, it will, and the Controlling Shareholders undertake to procure that the Company will, conduct prior discussion with the Joint Sponsors and the Overall Coordinators in relation to any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, following the date of Prospectus up to the six months from the date of this Agreement, which may conflict with any statement in the Prospectus.

13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement, or the termination of this Agreement. The Company shall procure compliance by the Group and its Affiliates with the provisions of this Clause 13.

14 CONFIDENTIALITY

14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that its Affiliates and its and its Affiliates' respective directors, officers, employees, consultants, advisers or agents will, for a period of two years from the date of this Agreement, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or in relation to the other parties to this Agreement.

14.2 **Exceptions:** Any party hereto may disclose, or permit its Affiliates, its and its Affiliates' respective directors, officers, employees, assignees, advisers, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:

14.2.1 required by applicable Laws;

14.2.2 required, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement for disclosure of information has the force of law;

14.2.3 required to vest the full benefit of this Agreement in such party;

14.2.4 disclosed to the professional advisers, auditors and internal auditors of such party on a need-to-know basis and/or under a duty of confidentiality;

14.2.5 the information has come into the public domain through no fault of such party;

14.2.6 required or requested by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates for the purpose of the Global Offering;

14.2.7 required by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinator, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates to seek to establish any defense or pursue any claim in any legal, arbitration or regulatory proceeding or

investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;

14.2.8 the other parties (and in the case of the Hong Kong Underwriters, by the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters)) have given prior written approval to the disclosure, such approval not to be unreasonably withheld; or

14.2.9 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information;

provided that, in the case of Clauses 14.2.3 and 14.2.8, any such information disclosed shall be disclosed only after consultation with the other parties.

14.3 **Full force:** The restrictions contained in this Clause 14 shall continue to apply notwithstanding the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

15 NOTICES

15.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.

15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and, if so addressed, shall be deemed to have been duly given or made as follows:

15.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

15.2.2 if sent by post, two Business Days after the date of posting;

15.2.3 if sent by airmail, five Business Days after the date of posting;

15.2.4 if sent by email, when successfully transmitted; and

15.2.5 if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

15.3 **Details of contact:** The relevant address and facsimile number of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the **Company**:

Address:	Floor 20, Building 4, New Generation Industrial Park, No. 136, Zhongkang Road, Meidu Community, Meilin Street, Futian District, Shenzhen, the PRC
Email:	lisa@shouhui-tech.com
Attention:	Ms. Qing Li

If to the **Controlling Shareholders**:

Address:	Floor 20, Building 4, New Generation Industrial Park, No. 136, Zhongkang Road, Meidu Community, Meilin Street, Futian District, Shenzhen, the PRC
Email:	house@shouhui-tech.com
Attention:	Mr. Yao Guang

If to **CICC**:

Address:	29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
Email:	IB_Project_Yixin2023@cicc.com.cn
Attention:	Project Yixin Deal Team

If to **Huatai**:

Address:	62/F, The Center, 99 Queen's Road Central, Hong Kong
Email:	ProjectYixin@htsc.com
Attention:	Project Yixin Deal Team

If to any of the other Hong Kong Underwriters, to the address, and email address of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in Schedule 1, respectively.

15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or email address for the purposes of Clause 15.3, provided that such notification shall only be effective on:

15.4.1 the date specified in the notification as the date on which the change is to take place; or

15.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

16 GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY

16.1 **Governing law:** This Agreement, and any non-contractual obligations arising out of or in connection with it, including this Clause 16, shall be governed by and construed in accordance with the laws of Hong Kong.

16.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy, difference or claim arising out of or relating to this Agreement including its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or relating to it (a "**Dispute**") shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules (the "**Rules**") in force when the Notice of Arbitration is submitted in accordance with the Rules. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause 16 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated

in this Agreement. Notwithstanding this Clause 16.2, any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to or in support of any arbitration commenced under this Clause 16.2. Notwithstanding the above, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters shall also have the sole right:

16.2.1 to commence proceedings or pursue a claim in any court of competent jurisdiction for injunctive relief in relation to and/or in support of any Dispute arising out of or in connection with this Agreement; or

16.2.2 in circumstances in which they become or are joined as a defendant or third party in any Proceedings, to pursue claims against the Company and/or the Controlling Shareholders in those Proceedings (whether by way of a claim for an indemnity, contribution or otherwise).

16.3 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction in which proceedings may be brought in relation to and/or in support of such arbitration.

16.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection (on the grounds of *forum non conveniens* or otherwise) which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings may be brought in relation to or in support of any arbitration commenced under this Clause 16. Each of the parties hereto further irrevocably agrees that a judgment or order of any such court shall be conclusive and binding upon it and may be enforced in any court of competent jurisdiction.

16.5 **Service of documents:** Without prejudice to the provisions of Clause 16.6, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.

16.6 **Process agent:** Without prejudice to Clause 16.5 above, the Company has established a place of business in Hong Kong at Room 1920, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, and the Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.

Without prejudice to Clause 16.5 above, each of the Controlling Shareholders hereby irrevocably appoints the Company (the "**Controlling Shareholders' Process Agent**") as its/his authorized representative for the acceptance of service of process (which includes service of all and any documents relating to any proceedings) arising out of or in connection with any arbitration proceedings or any proceedings before the courts of Hong Kong and any notices to be served on any of the Controlling Shareholders in Hong Kong.

Service of process upon the Controlling Shareholders by service upon the Controlling Shareholder Process Agent in its/his capacity as agent for the service of process for the Controlling Shareholders shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by the Controlling Shareholders. If for any reason the Controlling Shareholder Process Agent shall cease to be agent for the service of process for any of the Controlling Shareholders or if the place of business in Hong Kong of the Company identified above shall cease to be an available address for the service of process for the Company, the Company or such Controlling Shareholder(s) (as the case may be) shall promptly notify the Joint Sponsors and the Overall Coordinators and within 14 days to designate a new address in Hong Kong as its place of business or appoint a

new agent for the service of process in Hong Kong (as the case may be) acceptable to the Joint Sponsors and the Overall Coordinators. Where a new agent is appointed for the service of process for the Controlling Shareholder(s), such Controlling shareholder(s) shall deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment as soon as reasonably practicable, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of such Controlling Shareholder(s), and such appointment shall be effective upon the giving of notice of such appointment to such Controlling Shareholder(s). Nothing in this Agreement shall affect the right to serve process in any other manner permitted by the applicable Laws.

Where proceedings are taken against any Warrantor in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, such Warrantor shall forthwith appoint an agent for the service of process (which includes service of all and any documents relating to such proceedings) in that jurisdiction acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days from the date on which notice of the proceedings was given, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of such Warrantor, and such appointment shall be effective upon the giving notice of such appointment to such Warrantor. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by the applicable Laws.

16.7 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company or any of the Controlling Shareholders has or can claim for itself/himself/herself or its/his assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or otherwise) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from any form of attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself/himself/herself or its/his assets, properties or revenues any such immunity (whether or not claimed), the Company or such Controlling Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings (to the extent permitted by applicable Laws).

17 MISCELLANEOUS

17.1 **Time is of the essence:** Save as otherwise expressly provided herein including without limitation the right of the Joint Sponsors and the Overall Coordinators hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.

17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

17.3 **Assignment:** Each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 9, respectively, to any

of the persons who have the benefit of the indemnities in Clause 9 and any successor entity to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable. Save as provided for in this Clause 17.3, no party to this Agreement shall assign or transfer all or any part of any benefit of, or interest or right in, this Agreement, or any benefit, interest, right or obligation arising under this Agreement without the consent of the other parties to this Agreement. Obligations under this Agreement shall not be assignable.

17.4 **Release or compromise:** Each party may release or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents, the CSRC Filings or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).

17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.

17.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Joint Sponsors and the Sponsor-OCs, the Sponsor and Sponsor-OC Mandate, (ii) with respect to the Company and the Overall Coordinators, the OC Engagement Letters, and (iii) with respect to the Company and the CMIs, the CMI Engagement Letters, constitute the entire agreement between the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Sponsor and Sponsor-OC Mandate, the OC Engagement Letters and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto.

17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to Clause 17.15.2, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.

17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.

17.10 **Judgment currency indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the "**judgment currency**") other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award, and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "**rate of exchange**" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

17.11 **Authority to the Sponsor-OCs:** Unless otherwise provided herein, each of the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Sponsor-OCs) hereby authorizes the Sponsor-OCs to act on behalf of all the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers and the Hong Kong Underwriters or any of them under this Agreement and authorizes the Sponsor-OCs in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.

17.12 **Taxation**: All payments to be made by or on behalf of the Company or the Controlling Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes, except as required by any Laws. If any Taxes are required by any Laws to be deducted or withheld in connection with such payments, the Company or the Controlling Shareholders, as the case may be, will increase the amount paid and/or to be paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable.

If any of the other parties is required by any Authority to pay any Taxes as a result of this Agreement, the Company (or the Controlling Shareholders, as the case may be) will pay an additional amount to such party so that the full amount of such payments as agreed in this Agreement to be paid to such party is received by such party and will further, if requested by such party, use reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (a) making filings and submissions on such basis and such terms as such party may reasonably request, (b) promptly making available to such party notices received from any Authority, and (c) subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant Authority in settlement of such Taxes and, forwarding to such

party for record an official receipt issued by the relevant Authority or other official document evidencing such payment. For the avoidance of doubt, the Company and the Controlling Shareholders shall not be obliged to pay any additional amounts or increase any amount paid under this Clause 17.12 as a result of Taxes, imposed on the net income or profit of the relevant Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter in the jurisdiction in which such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter is incorporated or is a tax resident arising solely out of any commission or fees received by such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter under this Agreement.

17.13 **Officer's Certificates:** Any certificate signed by any officer of a Warrantor and delivered to the Overall Coordinators or the Joint Sponsors or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the relevant Warrantor, as to matters covered thereby, to each Overall Coordinator, Joint Sponsor or Underwriter.

17.14 **No right of contribution:** Each of the Controlling Shareholders hereby irrevocably and unconditionally:

17.14.1 waives any right of contribution or recovery or any claim, demand or action it/he may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against it/him, or any loss or damage or liability suffered or incurred by it/him, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it/he entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

17.14.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to it/him whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and

17.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it/him under this Agreement) not to make any claim against any member of the Group or any director, officer or employee of the Company or of any other member of the Group on whom it/he may have relied before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.

17.15 **Right of Third Parties:** 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 right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 17.15:

17.15.1 Indemnified Parties (other than the Joint Sponsors, the Overall Coordinators or the Hong Kong Underwriters, and for the avoidance of doubt, including assignee pursuant to Clause 17.3) may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement;

17.15.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 17.15.1.

17.16 **Professional Investors**: Each of the Company and the Controlling Shareholders has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "**you**" or "**your**" shall mean each of the Company and the Controlling Shareholders, and "**we**" or "**us**" or "**our**" shall mean the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters).

17.17 **Language:** This Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Agreement and any translation, the English language version shall prevail.

17.18 **Further Assurance**: The Warrantors shall from time to time, on being required to do so by the Joint Sponsors and/or the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Joint Sponsors and/or the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

17.19 **Survival**: The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

17.20 **Recognition of the U.S. Special Resolution Regimes**

17.20.1 In the event that any Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

17.20.2 In the event that any Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter that is a Covered Entity or a BHC Act Affiliate of such Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Joint Sponsor, Overall Coordinator or Hong Kong Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

17.20.3 In this Clause 17.20:

"**BHC Act Affiliate**" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"**Covered Entity**" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"**U.S. Special Resolution Regime**" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

17.21 **Bail-in Action**

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements or understanding between UK Bail-in Parties and the Counterparties, each Counterparty acknowledges, accepts, and agrees that a UK Bail-in Liability arising under this Agreement may be subject to the exercise of UK Bail-in Powers by the relevant UK resolution authority and acknowledges, accepts, and agrees to be bound by:

17.21.1 the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of UK Bail-in Parties to the Counterparties under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;

(ii) the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of the UK Bail-in Parties or another person, and the issue to or conferral on the Counterparties of such shares, securities or obligations;

(iii) the cancellation of the UK Bail-in Liability; and

(iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

17.21.2 the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of UK Bail-in Powers by the relevant UK resolution authority.

17.21.3 In this Clause 17.21:

"**Counterparties**" refers to any party in this Agreement to whom any UK Bail-in Party owes a UK Bail-in Liability under or in connection with this Agreement from time to time.

"**UK Bail-in Legislation**" means Part I of the UK Banking Act 2009 and any other law or regulation applicable in the UK relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

"**UK Bail-in Liability**" means a liability in respect of which the UK Bail-in Powers may be exercised.

"**UK Bail-in Parties**" refers to the relevant underwriters to which the UK Bail-in Legislation applies and each a "**UK Bail-in Party**".

"**UK Bail-in Powers**" means the powers under the UK Bail-in Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

SCHEDULE 1

THE HONG KONG UNDERWRITERS

Hong Kong Underwriter (Address, Email and Addressee)	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
China International Capital Corporation Hong Kong Securities Limited 29/F, One International Finance Centre 1 Harbour View Street Central Hong Kong Email: ib_project_yixin2023@cicc.com.cn Attention: Project Yixin Deal Team	See below	See below
Huatai Financial Holdings (Hong Kong) Limited 62/F, The Center 99 Queen's Road Central Hong Kong Email: ProjectYixin@htsc.com Attention: Project Yixin Deal Team	See below	See below
CCB International Capital Limited 12/F, CCB Tower 3 Connaught Road Central Central Hong Kong Email: PROJECT_YIXIN@ccbintl.com Attention: Project Yixin Deal Team	See below	See below
CLSA Limited 18/F, One Pacific Place 88 Queensway Hong Kong Email: ProjectYixin@clsa.com	See below	See below

Attention: Project Yixin Deal Team		
CMB International Capital Limited 45th Floor, Champion Tower 3 Garden Road Central Hong Kong Email: projectyixin@cmbi.com.hk Attention: Project Yixin Deal Team	See below	See below
Futu Securities International (Hong Kong) Limited 34/F, United Centre No. 95 Queensway Admiralty Hong Kong Email: project.yixin@futuhk.com Attention: TSE Chi Kin, Daniel	See below	See below
Patrons Securities Limited Unit 3214, 32/F., Cosco Tower 183 Queen's Road Central Sheung Wan Hong Kong Email: ecm_psl@patronshk.com Attention: Mr. Yeung Man Kin	See below	See below
TradeGo Markets Limited Room 3405, West Tower, Shun Tak Centre 168-200 Connaught Road Central Hong Kong Email: ray.lau@tradegomart.com Attention: Lau Wai Hung	See below	See below
Tiger Brokers (HK) Global Limited 1/F, No. 308 Des Voeux Road Central Sheung Wan Hong Kong Email: Projectyixin@itiger.com; debbie.leung@tigerbrokers.com.hk	See below	See below

Attention: Debbie Leung		
Maxa Capital Limited Unit 2602, 26/F, Golden Centre 188 Des Voeux Road Central Sheung Wan Hong Kong Email: gcm@maxafg.com Attention: Dominic Cheung	See below	See below
Total:		100%

A = B/C x 2,436,000 Shares

where:

"A" is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded down to the nearest whole number of a Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly ***2,436,000***, and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

"B" is the number of International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its Affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

"C" is the aggregate number of International Offer Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective Affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 2

THE WARRANTIES

Part A: Representations and Warranties of the Warrantors

Each of the Warrantors, jointly and severally, represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them as follows:

1 **Accuracy of Information**

1.1 None of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular or any individual Supplemental Offering Material (as defined below) when considered together with the Hong Kong Public Offering Documents, the Application Proof, the PHIP or the Preliminary Offering Circular, contains or will contain any untrue statement of a material fact or omits or will omit to state a fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

1.2 No individual **Supplemental Offering Material** (as defined below) conflicts or will conflict with the Hong Kong Public Offering Documents, the Application Proof, the PHIP, or the Preliminary Offering Circular (as used herein, "**Supplemental Offering Material**" means any "**written communication**" (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares (including without limitation, any roadshow material, press releases and analysts' presentations relating to the Offer Shares that constitutes such written communication, other than the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular or amendments or supplements thereto), including, without limitation, any roadshow materials relating to the Offer Shares that constitutes such a written communication).

1.3 All statements, expressions of opinion or intention, forward-looking statements, forecasts and estimates (including the statements regarding the sufficiency of working capital, future plans, estimated capital expenditures, projected cash flows and working capital, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Supplemental Offering Material (when considered together with the Hong Kong Public Documents, the Application Proof, the PHIP and the Preliminary Offering Circular) and the CSRC Filings (A) have been made after due, careful and proper consideration; (B) were and remain made based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular and the CSRC Filings (to the extent there are any) or otherwise based on reasonable grounds and assumptions; and (C) represented and continue to represent reasonable and fair expectations honestly held based on facts known to each of the Company, any Subsidiary and Consolidated Affiliated Entity, and/or any of their respective directors, supervisors (if any), officers, employees, affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act, "**affiliates**") or agents; there are and will be no other facts known or which could, upon reasonable inquiry, have been known to each of the Warrantors or the Directors the omission of which would or may make any such expression, statement, forecast or estimate misleading.

1.4 The Hong Kong Public Offering Documents contains and will contain (A) all information and particulars required to comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules, all other rules and regulations of the Stock Exchange and all applicable Laws; and (B) all such information as investors and their professional advisors would reasonably require, and reasonably expect to find therein, for the

purpose of making an informed assessment of the activities, assets and liabilities, financial position, profits and losses and prospects of the Company, the Subsidiaries and the Consolidated Affiliated Entities, taken as a whole, and the rights attaching to the Shares.

1.5 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice) and all filings and submissions provided by or on behalf of the Warrantors, the Subsidiaries, the Consolidated Affiliated Entities and/or any of their respective directors, supervisors (if any), officers, to the Company's best knowledge after due and careful enquiry, employees, affiliates or agents, to the Stock Exchange, the SFC, the CSRC and/or any relevant Governmental Authority have complied and will comply with all applicable Laws, contain no untrue statement of a material fact and do not omit to state a fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

1.6 Except where permitted or required by the Stock Exchange, the Company has not published any advertisement or other publicity material in any newspaper or other media in connection with the Global Offering in the United States, Hong Kong, the PRC or any other jurisdiction at any time prior to the Global Offering and has complied, to the extent applicable, with Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange (as amended and updated from time to time, the "**Guide**") in respect of Rule 9.08 of the Listing Rules.

1.7 Without prejudice to any of the other Warranties:

1.7.1 the statements contained in the section of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed "Future Plans and Use of Proceeds," including the breakdown of the estimated use of the net proceeds, represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, proper and careful consideration and inquiry;

1.7.2 the statements contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular relating to Company's consolidated indebtedness as at close of business on March 31, 2025 are complete, true and accurate in all material respects and not misleading and all material developments in relation to the Company's indebtedness have been disclosed;

1.7.3 the statements relating to working capital contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular in the section headed "Financial Information" are complete, true and accurate in all material respects and not misleading;

1.7.4 the statements relating to the Group's liquidity and capital resources contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular in the section headed "Financial Information" are complete, true and accurate in all material respects and not misleading;

1.7.5 all the interests or short positions of Mr. Guang in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of such ordinance and the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules, in each case once the Offer Shares are listed are fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular;

1.7.6 the statements relating to the interests of the Warrantors and their respective directors (if applicable) in the share capital of the Company and in contracts with the Company, the Subsidiaries and the Consolidated Affiliated Entities contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading;

1.7.7 the statements contained in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular (A) in the sections headed "Share Capital" and "Appendix III—Summary of the Constitution of Our Company and Cayman Companies Act," insofar as they purport to describe the terms of the Offer Shares; (B) in the section headed "Regulatory Overview," insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Company, the Subsidiaries and the Consolidated Affiliated Entities; (C) in the section headed "Appendix IV—Statutory and General Information," insofar as they purport to describe the provisions of the Laws and documents referred to therein; and (D) in the section headed "Appendix III—Summary of the Constitution of Our Company and the Cayman Companies Act," insofar as they purport to describe the material provisions of the Articles of Association, are a fair summary of the relevant terms, laws, regulations and documents;

1.7.8 the statements relating to dividend policy contained in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular under the heading "Summary—Dividends" and "Financial Information—Dividends" represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, careful and proper consideration and inquiry;

1.7.9 the statements contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP or the Preliminary Offering Circular in the section headed "Risk Factors" are complete, true and accurate in all material respects and not misleading and represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, proper and careful consideration; and

1.7.10 the reply to each question set out in the Verification Notes given by or on behalf of the Warrantors and their respective directors (if applicable) and all statements and information provided by or on behalf of any of the Warrantors and their respective directors (if applicable) in connection with any application or submission to or correspondence with the Stock Exchange, the SFC, CSRC or other applicable Governmental Authority, was so given by a person having appropriate knowledge and duly authorized for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and not misleading; all such supporting documents prepared or supplied by or on behalf of any of the Warrantors or if applicable, their respective directors (or any of them) or any employee of any of the Company, the Subsidiaries or the Consolidated Affiliated Entities have been given or prepared in good faith and with due care and attention.

1.8 All statistical, market-related and operational data and information disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular as having come from the Warrantors has been derived from the records of the Company, the Subsidiaries and the Consolidated Affiliated Entities using systems and procedures which incorporate adequate safeguards to ensure that the information is complete, true and accurate in all material respects and fairly presents the information shown therein; the section entitled "Financial Information" in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular accurately describes the Company's exposure to changes in interest rates, liquidity and foreign exchange rates, risk exposure estimates, and sensitivity of the Company's assets and liabilities to changes in interest rates and foreign exchange rates as of the dates indicated therein, and the limitations of such sensitivity analysis; statistical and market-related data and information disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular as having come from a source other than the Warrantors are based on or derived from sources which the Warrantors' reasonably believes to be reliable and accurate and represent the Warrantors' good faith estimates that are made on the basis of data derived from such sources, and such data accurately reflect the information or the sources from which they

are derived; and the Company has obtained the written consent to the use of such data from such sources to the extent required.

1.9 All information supplied or disclosed in writing or orally from time to time (and any new or additional information that updates or amends such information) by or on behalf of the Warrantors, the Subsidiaries, the Consolidated Affiliated Entities, their respective directors, supervisors (if any), officers or employees to the Stock Exchange, the SFC, the CSRC, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant and legal and other professional advisers to the Company and the International Underwriters and the Hong Kong Underwriters for the purposes of the Global Offering or the listing of the Shares on the Stock Exchange (including the answers and documents contained in the Verification Notes, any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date hereof, the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP, the Preliminary Offering Circular, the Supplemental Offering Materials, the CSRC Filings, the investor presentation materials, roadshow materials and analyst presentation materials, or provided for or in the course of due diligence or the discharge by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs or the Hong Kong Underwriters of their obligations under all applicable Laws (including the CSRC Rules), the discharge by the Joint Sponsors of their obligations as sponsors under the Listing Rules and other applicable Laws, or for the discharge by the Overall Coordinators and the CMIs of their respective obligations as an Overall Coordinator and/or a CMI under the Code of Conduct, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any other Governmental Authorities and the documents contained therein or referred thereto, and the submissions made by or on behalf of the Company and/or any of the Subsidiaries and the Consolidated Affiliated Entities) was so disclosed or made available in full and in good faith and was when given and remains complete, true and accurate in all material respects and not misleading.

2 **CSRC Filings**

2.1 Each of the CSRC Filings is and remains complete, true and accurate and not misleading, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.

2.2 All information disclosed or made available in writing or orally and used as the basis of information contained in the CSRC Filings by or on behalf of the Company and/or any of the Subsidiaries and/or the Consolidated Affiliated Entities, and/or any of their respective directors, officers, employees, affiliates or agents, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Reporting Accountants, and/or the legal and other professional advisers for the Company for the purpose of replying to queries and comments raised by the CSRC (including the answers and documents used as the basis of information contained or referred to in the CSRC Filings, or provided for or in the course of due diligence or the discharge by the Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of their obligations under all applicable Laws (including the CSRC Rules), or for the discharge by the Overall Coordinators of their respective obligations as an Overall Coordinator under the Code of Conduct, the Listing Rules and other applicable Laws) was so disclosed or made available in full and in good faith and was, when given and, except as subsequently disclosed in the CSRC Filings or otherwise notified to the CSRC, remains complete, true and accurate and not misleading, and there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading.

2.3 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.

2.4 Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.

3 **The Company, the Subsidiaries and the Consolidated Affiliated Entities**

3.1 The Company has the authorized and issued capital as set forth in the sections headed "Capitalization" and "Share Capital" in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, and all of the issued shares of the Company (A) have been duly authorized, registered and validly issued; (B) are fully paid and non-assessable; (C) were not issued in violation of any pre-emptive, resale right, right of first refusal or similar rights; (D) conform to the description thereof contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular; (E) have been issued in compliance with all applicable Laws, and (F) are owned by shareholders identified in each of the Hong Kong Public Offering Documents; the Application Proof, the PHIP and the Preliminary Offering Circular in the amounts specified therein; no person is, or at each of (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date and (iv) the Listing Date will be, entitled to any pre-emptive or other similar rights to acquire the Offer Shares or any other securities of the Company; and there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, the Shares or any other class of shares of the Company except pursuant to the Hong Kong Underwriting Agreement, the International Underwriting Agreement or any Cornerstone Investment Agreements.

3.2 Except as set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, each of the Company, the Subsidiaries and the Consolidated Affiliated Entities has been duly incorporated or established and is validly existing and in good standing under the laws of its jurisdiction of incorporation, with legal right, power and authority (corporate and other) to own, use, lease and operate its properties and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular and is capable of suing and being sued in its own name.

3.3 Each of the Company, the Subsidiaries and the Consolidated Affiliated Entities has been duly qualified to transact business where such qualified is required and is in good standing under the Laws of each other jurisdiction in which it owns or leases properties or conducts any business that requires such qualification.

3.4 The memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of each of the Company, the Subsidiaries and the Consolidated Affiliated Entities comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization and are in full force and effect.

3.5 Each of the Subsidiaries and the Consolidated Affiliated Entities that is a PRC entity has passed each annual examination by the applicable PRC Authorities without being found to have any material deficiency or material default under applicable PRC Laws, and has timely received all requisite certifications from each applicable Governmental Authority.

3.6 The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the memorandum and articles of association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including the Listing Rules).

3.7 None of the Company or any Subsidiary or Consolidated Affiliated Entity has entered into any agreement for the establishment of any company or undertaking in which the Company or any Subsidiary or Consolidated Affiliated Entity will or agrees to own or control a majority interest.

3.8 Save as disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering, no person, individually or together with its affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the Exchange Act), ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.

3.9 None of the Company or any of the Subsidiaries or Consolidated Affiliated Entities is conducting or proposes to conduct any business, or has or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Company or such Subsidiary or Consolidated Affiliated Entity, as the case may be, but which is not directly or indirectly related to the business of the Company and the Subsidiaries and the Consolidated Affiliated Entities, taken as a whole, as described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

3A. Contractual Arrangements

3A.1 The description of the corporate structure of the Company and each of its Subsidiaries, Consolidated Affiliated Entities and their subsidiaries controlled by the Company through Contractual Arrangements, the shareholders of the Consolidated Affiliated Entities, and the Contractual Arrangements as set forth in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular in the section headed "Contractual Arrangements" is true and accurate in all material respects and nothing has been omitted from such description which would make it misleading.

3A.2 There is no other material agreement, contract or other document relating to the corporate structure or the operation of the Company together with its Subsidiaries, Consolidated Affiliated Entities and subsidiaries of Consolidated Affiliated Entities, taken as a whole, which has not been previously disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

3A.3 Except as set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, each Contractual Arrangement has been duly authorized, executed and delivered by the parties thereto and constitutes a valid and legally binding obligation of the parties thereto, enforceable in accordance with its terms; no Governmental Authorization is required for the performance of the obligations under any Contractual Arrangement by the parties thereto; no Governmental Authorization that has been obtained is being withdrawn or revoked or is subject to any condition precedent which has not been fulfilled or performed, provided, however, that (i) the exercise of the call options under the Contractual Arrangements and the foreclosure of the pledge under the Contractual Arrangements shall be subject to the applicable Governmental Authorizations; (ii) the pledge of any equity interest contemplated under the Equity Pledge Agreement (as defined in the Prospectus) in favor of Shouhui Chuangxiang (as defined in the Prospectus) is subject to registration requirements and/or filling with relevant competent administration for market regulation; (iii) the arbitration awards/interim remedies provided under the dispute resolution provision of the Contractual Arrangements (as defined in the Prospectus) and/or any ruling/judgment granted by overseas courts shall be recognized by the PRC courts before compulsory enforcement; and (iv) under PRC Laws, the arbitral tribunal has no power to grant injunctive relief and may not directly issue a provisional or final liquidation order for the purpose of protecting assets of or equity interests in the Consolidated Affiliated Entities in case of disputes; the corporate structure of the Company complies with all applicable laws and regulations of the PRC, and neither the

corporate structure nor the Contractual Arrangements violate, breach, contravene or otherwise conflict with any applicable laws of the PRC; and there is no legal or governmental proceeding, inquiry or investigation pending against the Company, the subsidiaries and Consolidated Affiliated Entities or shareholders of the Consolidated Affiliated Entities in any jurisdiction challenging the validity of any of the Contractual Arrangements, and to the best of the Warrantors' knowledge, no such proceeding, inquiry or investigation is threatened in any jurisdiction.

3A.4 Except as set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, the execution, delivery and performance of each Contractual Arrangement by the parties thereto do not and will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, or result in the imposition of any lien, encumbrance, equity or claim upon any property or assets of the Company or any of the subsidiaries and Consolidated Affiliated Entities pursuant to (A) the memorandum and articles of association or other constituent or constitutive documents of the Company or any of the Subsidiaries and Consolidated Affiliated Entities; (B) any statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or any of the Subsidiaries and Consolidated Affiliated Entities or any of their properties, or any arbitration award; or (C) any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of the Subsidiaries and Consolidated Affiliated Entities is a party or by which the Company or any of the Subsidiaries and Consolidated Affiliated Entities is bound or to which any of the properties of the Company or any of the Subsidiaries and Consolidated Affiliated Entities is subject; each Contractual Arrangement is in full force and effect and none of the parties thereto is in breach or default in the performance of any of the terms or provisions of such Contractual Arrangement; and none of the parties to any of the Contractual Arrangements has sent or received any communication regarding termination of, or intention not to renew, any of the Contractual Arrangements, and to the best of the Warrantors' knowledge, no such termination or non-renewal has been threatened by any of the parties thereto.

3A.5 The Company possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the Consolidated Affiliated Entities, through its rights to authorize the shareholders of the Consolidated Affiliated Entities to exercise their voting rights.

4 **Offer Shares**

4.1 The Offer Shares have been duly and validly authorized and, when issued and delivered against payment therefor as provided in the Hong Kong Underwriting Agreement or the International Underwriting Agreement, as applicable,

4.1.1 will be duly and validly issued and fully paid and non-assessable and free and clear of all Encumbrances or adverse claims;

4.1.2 will have attached to them the rights and benefits specified in the Company's Articles of Association as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular;

4.1.3 will rank *pari passu* in all respects with the existing issued shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment;

4.1.4 will be free of any restriction upon the holding (except those issued to Cornerstone Investors as disclosed in the Prospectus), voting or transfer thereof pursuant to the applicable Laws or the memorandum and articles of association or other constituent or constitutive documents or the business license of the Company or any agreement or other instrument to which the Company is a party; and

4.1.5 will be freely transferable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the

International Underwriters (or purchasers procured by the International Underwriters) and their subsequent purchasers.

4.2 No holder of Offer Shares after the completion of the Global Offering is or will be subject to any personal liability in respect of the Company's liabilities or obligations by reason of being such a holder.

4.3 The Offer Shares conform to the descriptions thereof contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, including the descriptions in the sections headed "Capitalization," "Share Capital" and "Appendix III —Summary of the Constitution of Our Company and the Cayman Companies Act".

4.4 The certificates for the Offer Shares are in proper form to be legal and valid under the Laws of the Cayman Islands, PRC and Hong Kong.

4.5 Except as set forth in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, there are no restrictions on subsequent transfers of the Offer Shares under the Laws of the Cayman Islands, the PRC, Hong Kong or the United States.

5 **The Underwriting Agreements and the Operative Documents**

5.1 Each of the Hong Kong Underwriting Agreement, the International Underwriting Agreement, the Hong Kong Prospectus, the Operative Documents and any other documents required to be executed by any of the Warrantors pursuant to the provision of this Agreement, the Hong Kong Underwriting Agreement or the Operative Documents has been, or will be, duly authorized, executed, and delivered by the each of the Warrantors and constitutes or will constitute a legal, valid and binding agreement of the respective Warrantor, enforceable in accordance with its terms.

5.2 The statements set forth in the sections of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed, respectively, "Plan of Distribution," "Structure of the Global Offering," "Cornerstone Investors" and "Underwriting," insofar as they purport to describe the provisions of this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements are complete, true and accurate in all material respects and not misleading.

6 **No Conflict, Compliance and Approvals**

6.1 None of the Company or any Subsidiary or Consolidated Affiliated Entity is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its memorandum and articles of association or other constituent or constitutive documents and its business license (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected; or (C) any Laws applicable to it or any of its properties or assets, except in each case of clauses (B) and (C) as would not individually or in the aggregate result in a Material Adverse Effect.

6.2 The execution, delivery and performance of the Hong Kong Underwriting Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein, and the fulfilment of the terms hereof or thereof do not and will not (A) conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which any of the Warrantors or any Subsidiary or

Consolidated Affiliated Entity is a party, by which any of the Warrantors or any Subsidiary or Consolidated Affiliated Entity is bound or to which any of the property or assets of any of the Warrantors or any Subsidiary or Consolidated Affiliated Entity is subject; (B) violate any provision of the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of any of the Warrantors or any Subsidiary or Consolidated Affiliated Entity; (C) violate any applicable Law; or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary or Consolidated Affiliated Entity, except in each case of clauses (A), (C) and (D) as would not individually or in the aggregate result in a Material Adverse Effect.

6.3 Except for the requisite registration of the Prospectus with the Registrar of Companies in Hong Kong and the final approval from the Stock Exchange for the listing of and permission to deal in the Shares on the Main Board, all licenses, permits, permissions, authorizations, consents, approvals, certificates, clearances, qualifications, franchises, orders and other concessions of and from, and all registrations, declarations, notifications and filings of or with, any Governmental Authority having jurisdiction over any of the Warrantors or the Subsidiaries or Consolidated Affiliated Entities, or any of their respective properties (each a "**Governmental Authorization**") required or advisable under any applicable Law in connection with (A) the Global Offering; (B) the issuance of the Offer Shares; (C) the execution of the Hong Kong Underwriting Agreement, the International Underwriting Agreement, the Operative Documents and the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering; (D) the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by the Hong Kong Underwriting Agreement, the International Underwriting Agreement, the Operative Documents, the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering to which the Company is a party; (E) the deposit of the Offer Shares with Hong Kong Securities Clearing Company Limited; and (F) the issuance, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.

6.4 All Governmental Authorizations (including those from the CSRC) required for the Offer Shares under the Global Offering have been obtained, and approval in principle has been obtained from the listing committee of the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange, and, to the best of the Warrantors' knowledge, there is no reason to believe that such approval may be revoked, suspended or modified.

6.5 The Company has taken all necessary corporate and other actions to authorize, and has obtained all necessary approvals and authorizations (including approvals and authorizations from the shareholders of the Company and the Directors) in connection with, the Global Offering, the use and application of the proceeds from the Global Offering, the issue, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, and such approvals and authorizations are in full force and effect, and to the best of the Warrantors' knowledge after due and careful enquiry, there is no reason to believe that any such approvals and authorizations may be revoked, suspended or modified.

6.6 Except as set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, each of the Company and the Subsidiaries and the Consolidated Affiliated Entities (A) is in compliance with all Laws described or referred to in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular in the sections headed "Regulatory Overview" ("**Applicable Laws**") in all material respects; (B) has received all material Governmental Authorization required of them under Applicable Laws to own, lease, license and use its property and assets and conduct their

respective businesses, and such Governmental Authorization are valid and in full force and effect and contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular; and (C) is in compliance with the provisions of all such Governmental Authorizations in all material respects; none of the Company or any of the Subsidiaries or Consolidated Affiliated Entities has any reason to believe that any Governmental Authority is considering modifying, suspending or revoking any such Governmental Authorizations.

6.7 (A) all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Company or its Subsidiaries or the Consolidated Affiliated Entities or any of their properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, have been obtained or made; and (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of the Company or any of the Subsidiaries or Consolidated Affiliated Entities pursuant to (i) its memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable), (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries or Consolidated Affiliated Entities is a party or by which it is bound or any of its properties or assets may be bound or affected, or (iii) any Laws applicable to the Company or any of the Subsidiaries or Consolidated Affiliated Entities or any of their properties or assets described in each of Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, except in each case of clauses (ii) and (iii) as would not individually or in the aggregate result in a Material Adverse Effect.

7 **Accounts and Other Financial Information**

7.1 The Reporting Accountants, whose accountant's report on certain consolidated financial statements of the Company is included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, are independent public accountants with respect to the Company as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.

7.2 (A) The audited consolidated historical financial statements (and the notes thereto) of the Company, the Subsidiaries and the Consolidated Affiliated Entities included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular give a true, complete and fair view of the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders' equity of the Company and its consolidated Subsidiaries and the Consolidated Affiliated Entities as of the dates and for the periods indicated, and have been prepared in conformity with the Hong Kong Financial Reporting Standards ("**HKFRS**") applied on a consistent basis throughout the periods involved; (B) such audited consolidated historical financial statements make due provision of any bad or doubtful debts and make appropriate provision for (or contain a note in accordance with good accounting practice respecting) all deferred or contingent liabilities, whether liquidated or unliquidated at the date thereof; (C) the profits and losses shown on such audited consolidated historical financial statements and selected financial data and the trend of profits and losses

thereby shown have not been affected by any unusual or exceptional item or by any other matter which has rendered such profits or losses unusually high or low; (D) the summary and selected financial data (including any financial ratios) included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements included therein; (E) the pro forma financial information (and the notes thereto) included under "Appendix II — Unaudited Pro Forma Financial Information" (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular has been prepared in accordance with the applicable requirements of the Listing Rules and has been presented consistently with the relevant accounting principles adopted by the Company, the assumptions used in the preparation of pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any) are reasonable and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any); (G) the depreciation and amortization has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Company; (H) there are no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Company or the Subsidiaries or the Consolidated Affiliated Entities that are required by any applicable Law or Listing Rules to be included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular that are not included as required; and (I) none of the Company or the Subsidiaries or the Consolidated Affiliated Entities has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations) that are not described in any of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

7.3 [reserved]

7.4 The prospective information as set forth in the sections "Summary," "Business" and "Financial Information" of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular and any forecasts and estimates, if any contained in the CSRC Filings (the "**Prospective Financial Information**") has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts to the best of the Company's knowledge after due and careful inquiry and the assumptions stated in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the CSRC Filings, and in accordance with the Company's accounting policies described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in forecasting the financial performance of the Company and its Subsidiaries and the Consolidated Affiliated Entities, and (ii) reflect, for each relevant period, a reasonable forecast or estimate, as applicable, by the Company of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a reasonable forecast by the Company of the financial performance of the Company.

7.5 The unaudited consolidated management accounts of the Company, its Subsidiaries and the Consolidated Affiliated Entities as of December 31, 2022, 2023 and 2024 and March 31, 2025 and for the twelve months ended December 31, 2022, 2023 and 2024 and for the three months ended March 31, 2025 and other accounting records of the Company (A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Company and HKFRS, all the transactions entered into by the Company or any of its

Subsidiaries and the Consolidated Affiliated Entities or to which the Company or any of its Subsidiaries and the Consolidated Affiliated Entities was a party during the twelve months ended December 31, 2022, 2023 and 2024 and for the three months ended March 31, 2025; (B) contain no inaccuracies or discrepancies of any kind in all material respects; and (C) present fairly the consolidated financial position of the Company as of December 31, 2022, 2023 and 2024 and March 31, 2025 and the consolidated results of operations of the Company for the twelve months ended December 31, 2022, 2023 and 2024 and for the three months ended March 31, 2025; and there has been no decrease in the share capital or increases in total liabilities of the Company as of (i) the Hong Kong Prospectus Date, (ii) the date of this Agreement, or (iii) the Listing Date, as applicable, in each case as compared to amounts shown in latest consolidated balance sheet of the Company as of December 31, 2024.

7.6 (A) The statements in relation to the adequacy of the working capital of the Company as set forth in the section of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular entitled "Financial Information—Liquidity and Capital Resources" (the "**Working Capital Statement**"), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company; (B) the bases and assumptions used in the preparation of the Working Capital Statement (i) are all those that the Company considers to be significant in making the Working Capital Statement for at least the 12-month period immediately following the Hong Kong Prospectus Date and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Working Capital Statement represents a fair and reasonable forecast by the Company of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Hong Kong Prospectus Date and that in the Company's view, taking into account the net proceeds to be received by the Company from the Global Offering, the financial resources available to the Company and the Subsidiaries and the Consolidated Affiliated Entities, including the Company's consolidated cash and cash equivalents on hand, and available banking facilities, the working capital available to the Company and the Subsidiaries and the Consolidated Affiliated Entities is and will be adequate for the Company and the Subsidiaries and the Consolidated Affiliated Entities' present requirements and for at least the 12-month period immediately following the Hong Kong Prospectus Date.

7.7 The statements set forth in the section entitled "Financial Information—Critical Accounting Policies and Judgments" in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading and accurately describes (A) accounting policies which the Company believes are the most important in the portrayal of the Company's financial condition and results of operations (the "**Critical Accounting Policies**"); (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; and the Board, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Company's legal advisers and the Reporting Accountants with regard to such selection, application and disclosure.

7.8 The sections entitled "Financial Information—Liquidity and Capital Resources" and "Financial Information—Indebtedness" in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular accurately and fairly describe (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur; (B) all indebtedness (actual or contingent) of the Company or the Subsidiaries or the Consolidated Affiliated Entities and its or their related parties; and (C) all off balance sheet transactions, arrangements, and obligations; and none of the Company or any Subsidiary or Consolidated Affiliated Entity has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets

by the Company or any Subsidiary or Consolidated Affiliated Entity, such as structured finance entities and special purpose entities, that are reasonably likely to have a material effect on the liquidity of the Company and the Subsidiaries and the Consolidated Affiliated Entities taken as a whole or the availability thereof or the requirements of the Company and the Subsidiaries and the Consolidated Affiliated Entities taken as a whole for capital resources.

7.9 The board memorandum of profit forecast for the year ending 31 December 2025 and working capital forecast for the year ending 31 December 2025 and the year ending 31 December 2026 (the "**Profit Forecast Memorandum**") has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering and prepared after due and careful inquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable; and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) the assumptions used in the preparation of the Profit Forecast Memorandum are those the Company believes are significant in making the profit forecast of the Group and reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; there are no other material facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum.

7.10 The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountants; (B) no information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith after due and careful consideration and the factual contents of such information are true and accurate and there is no other material information which has not been provided the result of which would make the information so received misleading; and (C) no material information was withheld from the Reporting Accountants, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the unaudited pro forma adjusted consolidated net tangible assets (and other unaudited pro forma financial statements, information and data, if any) of the Company included in any of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

7.11 All historical financial information contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular (other than in the report of the Reporting Accountants set out in Appendix I and II to the Prospectus) has been either correctly extracted from the report of the Reporting Accountants set out in Appendix I and Appendix II to the Prospectus or is derived from the relevant accounting records of the Company and the Subsidiaries and the Consolidated Affiliated Entities which the Warrantors in good faith believes are reliable and accurate in all material respects, and are a fair presentation of the data purported to be shown.

7.12 The non-HKFRS financial measures set forth in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular (A) are true and accurate in all material respects and not misleading, (B) have been derived from the audited financial statements included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, or is derived from the relevant accounting records of the Company and other members of the Group, (C) have been properly and accurately computed in accordance with the definitions provided therein and such definitions have been made after due, proper and careful consideration of the Directors, (D) are a fair presentation of the information purported to be shown, and (E) all limitations in relation thereto have been fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

8 **Indebtedness and Material Obligations**

8.1 (A) Except as set forth in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, none of the Company or any of the Subsidiaries or Consolidated Affiliated Entities has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any material mortgage or charge or any material guarantee or other contingent liabilities; (B) no material outstanding indebtedness of the Company or any of the Subsidiaries or Consolidated Affiliated Entities has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the Company or the relevant Subsidiaries or Consolidated Affiliated Entities; (C) no person to whom any material indebtedness of the Company or any of the Subsidiaries or Consolidated Affiliated Entities that is repayable on demand is owed has demanded or, to the best of the Warrantors' knowledge, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any of the Company or the Subsidiaries or Consolidated Affiliated Entities, or under any guarantee of any material liability of any of the Company or the Subsidiaries or Consolidated Affiliated Entities, by reason of default of any of the Company or the Subsidiaries or Consolidated Affiliated Entities or any other person or under any guarantee given by any of the Company or the Subsidiaries or Consolidated Affiliated Entities; (E) none of the Company or any of the Subsidiaries or Consolidated Affiliated Entities has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent; and (F) all guarantees of indebtedness of the Company and its Subsidiaries and Consolidated Affiliated Entities are in full force and effect, and there are no outstanding guarantees or contingent payment obligations of the Company or any of the Subsidiaries or Consolidated Affiliated Entities in respect of indebtedness of any party other than the Company or any of the Subsidiaries or Consolidated Affiliated Entities.

8.2 The amounts borrowed by each of the Company and the Subsidiaries and Consolidated Affiliated Entities do not exceed any limitation on its borrowing contained in its memorandum and articles of association or other constituent or constitutive documents or its business license (as applicable) or in any debenture or other deed or document binding upon it; (B) none of the Company or any of the Subsidiaries or Consolidated Affiliated Entities has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of the Company or any of the Subsidiaries or Consolidated Affiliated Entities, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown, and (iii) no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for

drawing as required; and (D) to the best knowledge of the Company after due and careful enquiry, no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or pledged to the Company or any of the Subsidiaries or Consolidated Affiliated Entities from or by any Authority in consequence of which the Company or the relevant Subsidiary or Consolidated Affiliated Entity is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

9 **Subsequent Events**

9.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, none of the Company or any of the Subsidiaries or Consolidated Affiliated Entities has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to the Company or the relevant Subsidiaries or Consolidated Affiliated Entities; (B) incurred, assumed or acquired or otherwise agreed to become subject to any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), that is material to the Company or the relevant Subsidiaries or Consolidated Affiliated Entities; (C) acquired or disposed of, or agreed to acquire or dispose of any business, asset, business unit, or technology that is material to the Company or the relevant Subsidiaries or Consolidated Affiliated Entities; (D) entered into merger, business consolidation, joint venture, strategic cooperation with any other entity or business that is material to the Company or the relevant Subsidiaries or Consolidated Affiliated Entities; (E) cancelled, waived, released or discounted in whole or in part any debt or claim; (F) other than in the ordinary course of business, made any sale or transfer of any material tangible or intangible asset, any mortgage or pledge or the creation of any security interest, lien, or Encumbrance on any such asset, or any lease of property, including equipment, other than tax liens with respect to taxes not yet due and statutory right of customers (if any) in inventory and other assets; (G) declared, made or paid any dividend or distribution of any kind on its capital stock of any class; (H) incurred any Encumbrance on any asset or any lease of property, plant or equipment that is material to the Company or the relevant Subsidiaries or Consolidated Affiliated Entities, other than such Encumbrances created in the ordinary course of business; or (I) entered into an agreement or a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (H) above.

9.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (A) none of the Company or any of the Subsidiaries or Consolidated Affiliated Entities has sustained any material loss or material interference with its business from fire, explosion, flood, earthquake epidemic, pandemic or outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority; (B) each of the Company and the Subsidiaries and Consolidated Affiliated Entities has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on; (C) each of the Company and the Subsidiaries and Consolidated Affiliated Entities has continued to pay its creditors in the ordinary course of business and on arms' length terms and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature; and (D) there has been no material changes in the relations of the business of the Company and its Subsidiaries and Consolidated Affiliated Entities with their respective customers, suppliers, licensors or lenders or the financial condition or the position, results of operations, prospects, assets or liabilities of said business or of the Company and its Subsidiaries and Consolidated Affiliated Entities as a whole as compared with the position, disclosed by the last audited accounts and there has been no damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the said business or the assets or properties of the Company and its Subsidiaries and Consolidated Affiliated Entities as a whole.

9.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, there has not been

(A) any Material Adverse Change; (B) any transaction, agreement or arrangement (including any letter of intent or memorandum of understanding) which is material to the Company and the Subsidiaries and Consolidated Affiliated Entities, taken as a whole; (C) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by any of the Company or the Subsidiaries or Consolidated Affiliated Entities which is material to the Company and the Subsidiaries and Consolidated Affiliated Entities, taken as a whole; (D) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any of the Company or the Subsidiaries or Consolidated Affiliated Entities; or (E) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any of the Company or the Subsidiaries or Consolidated Affiliated Entities.

9.4 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, there has been and will be no material change in the issued share capital or increase in non-current borrowings of the Group as of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Company included in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; and there has been and will be no material decreases in total revenues during the period from the date of the latest audited consolidated income statement of the Company to (i) the date of this Agreement, (ii) the date of the Final Offering Circular (if different from the date hereof) or (iii) each Time of Delivery, as applicable, in each case as compared to the corresponding periods in the preceding financial year.

9.5 To the best of the Warrantors' knowledge after due and careful enquiry, (A) None of the major suppliers and customers of the Company or any of the Subsidiaries or Consolidated Affiliated Entities has owned any interest in the Company or any of its Subsidiaries or Consolidated Affiliated Entities; (B) none of the shareholders or directors of any of the Company or the Subsidiaries or Consolidated Affiliated Entities or any of their respective Associates, either alone or in conjunction with or on behalf of any other person, directly or indirectly interested in more than 5% of the Group's five largest suppliers and customers; (C) none of the Group's major suppliers and customers are connected persons of the Group; (D) the Company and the Subsidiaries and Consolidated Affiliated Entities have not had any litigation, claims or material disagreements with their suppliers and customers which would, or could reasonably be expected to, cause material interference with its business and operations; and (E) save as to the credit periods granted under the relevant business agreements during the ordinary course of business of the Company and the Subsidiaries and Consolidated Affiliated Entities, none of the Company or any of its Subsidiaries or Consolidated Affiliated Entities has provided any form of financial assistance to the their suppliers and customers.

10 **Assets**

10.1 Except as disclosed in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (A) none of the Company and the Subsidiaries and Consolidated Affiliated Entities owns any real property; (B) each of the Company and the Subsidiaries and Consolidated Affiliated Entities has valid title to all personal assets it purports to own, in each case free and clear of all Encumbrances and defects; (C) each material lease to which the Company or any Subsidiary or Consolidated Affiliated Entity is a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto; (D) no default (or event which with notice or lapse of time, or both, would constitute such a default) by the Company or any Subsidiary or Consolidated Affiliated Entity has occurred and is continuing or is likely to occur under any of such leases; (E) neither the Company nor any Subsidiary or Consolidated Affiliated Entity is aware of any action, suit, claim, demand, investigation, judgment, award or proceeding of any nature that has been asserted by any person which may be materially adverse to the rights or interests of the Company and/or the Subsidiaries and/or Consolidated Affiliated Entities under such lease or may materially and

adversely affect the rights of the Company and/or the Subsidiaries and/or Consolidated Affiliated Entities to the continued possession or use of such leased property or other asset; (F) the right of the Company and/or the Subsidiaries and/or Consolidated Affiliated Entities to possess or use such leased property or other asset is not subject to any unusual or onerous terms or conditions; (G) the use of all properties owned or leased by the Company and/or the Subsidiaries and/or Consolidated Affiliated Entities is in accordance with its permitted use under all applicable Laws and the use of any premises occupied by the Company and/or the Subsidiaries is in accordance with the terms provided for in the lease, tenancy, license, concession or agreement of whatsoever nature relating to such occupation; and (H) neither the Company nor any Subsidiary or Consolidated Affiliated Entity operates, manages or has any other right or interest in any other material real property, of any kind except as reflected in the audited consolidated financial statements of the Company included in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, and no other real properties are necessary in order for the Company or the Subsidiaries or Consolidated Affiliated Entities to carry on the businesses of the Company or the Subsidiaries or Consolidated Affiliated Entities in the manner described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

10.2 (A) Each of the Company and the Subsidiaries and Consolidated Affiliated Entities owns, or has obtained (or can obtain on reasonable terms) licenses for, or other rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the "**Intellectual Property**") described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular as being owned or licensed or used by them or that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted; (B) each agreement pursuant to which the Company or any of the Subsidiaries or Consolidated Affiliated Entities has obtained license for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the Subsidiaries and Consolidated Affiliated Entities have complied with the terms of each such agreement, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries or Consolidated Affiliated Entities has occurred and is continuing or is likely to occur under any such agreement; (C) to the best of the Warrantors' knowledge after due inquiry, there is no claim to the contrary or any challenge by any other person to the rights of the Warrantors or any of the Subsidiaries or Consolidated Affiliated Entities with respect to the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or Consolidated Affiliated Entities; (D) none of the Warrantors or the Subsidiaries or Consolidated Affiliated Entities has infringed or is infringing the Intellectual Property of a third party, and none of the Warrantors or the Subsidiaries or Consolidated Affiliated Entities has received notice of a claim by a third party to the contrary; (E) there are no third parties who have, or to the best of the Warrantors' knowledge after due and careful inquiry, will be able to establish rights to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or Consolidated Affiliated Entities, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which are licensed to the Company and/or any of the Subsidiaries or Consolidated Affiliated Entities; (F) there is no infringement by third parties of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or Consolidated Affiliated Entities; (G) there is no pending, or to the best of the Warrantors' knowledge, threatened action, suit, proceeding or claim by others challenging the rights of the Company or any of the Subsidiaries or Consolidated Affiliated Entities in or to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or Consolidated Affiliated Entities, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (H)

there is no pending, or to the best of the Warrantors' knowledge, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or Consolidated Affiliated Entities and there are, to the best of the Warrantors' knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (I) there is no pending, or to the best of the Warrantors' knowledge, threatened action, suit, proceeding or claim by others that the Company or any Subsidiary or Consolidated Affiliated Entity infringes or otherwise violates, or would, upon the commercialization of any product or service described in any of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, if any, as under development, infringe or violate, any Intellectual Property of others, and there are, to the best of the Warrantors' knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (J) there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or Consolidated Affiliated Entities or that challenges the validity, enforceability or scope of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or Consolidated Affiliated Entities; (K) there is no prior act that may render any patent application within the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or Consolidated Affiliated Entities unpatentable that has not been disclosed to any Governmental Authority in the jurisdictions in which the Company or any of the Subsidiaries or Consolidated Affiliated Entities operates having jurisdiction over Intellectual Property matters; (L) the proposed new product or service described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, if any, as under development by the Company or any Subsidiary or Consolidated Affiliated Entity fall within the scope of the claims of one or more patents owned by, or exclusively licensed to, the Company or any Subsidiary or Consolidated Affiliated Entity.

10.3 (A) The information technology assets and equipment, computers, computer systems, communications systems, networks, software, hardware, websites, applications and database (collectively "**Information Technology**") owned, used, licensed by or to the Company and the Subsidiaries and Consolidated Affiliated Entities comprise all the information technology systems and related rights reasonably necessary to the operation of the business of the Company and the Subsidiaries and Consolidated Affiliated Entities; (B) the Information Technology are adequate for, and operate and perform as required in connection with the operation of the business of the Company and the Subsidiaries and Consolidated Affiliated Entities, taken as a whole, as currently conducted; (C) all Information Technology which is reasonably necessary for the business of the Company and the Subsidiaries and Consolidated Affiliated Entities is either legally and beneficially owned by the Company or the Subsidiaries and Consolidated Affiliated Entities or lawfully used under valid licenses granted by the registered proprietor(s) or beneficial owner(s) thereof or may be obtained or licensed under reasonable commercial terms; (D) each agreement pursuant to which the Company or each Subsidiary or Consolidated Affiliated Entity has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms; the Company and the Subsidiaries and Consolidated Affiliated Entities have complied with the terms of each such agreement, and each such agreement is in full force and effect; and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries or Consolidated Affiliated Entities has occurred and is continuing or is likely to occur under any such agreement; and none of the Company or any Subsidiary or Consolidated Affiliated Entity has given or received any notice to or from any party to terminate any such agreement; (E) all material records and systems (including but not limited to the Information Technology) and all material data and information of the Company and the Subsidiaries and Consolidated Affiliated Entities are maintained and operated by the Company and the Subsidiaries and Consolidated Affiliated Entities and are not wholly or partially dependent on

any facilities not under the exclusive ownership or control of the Company and the Subsidiaries and Consolidated Affiliated Entities; (F) in the event that the persons providing maintenance or support services for the Company and the Subsidiaries and Consolidated Affiliated Entities with respect to the Information Technology cease or are unable to provide such services, the Company and the Subsidiaries and Consolidated Affiliated Entities have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (G) there are no material defects relating to the Information Technology; (H) the Company and the Subsidiaries and Consolidated Affiliated Entities as a whole has in place procedures to prevent unauthorized access and the introduction of viruses to the Information Technology and to enable the taking and storing of back-up copies of the software and data; and (I) the Company and the Subsidiaries and Consolidated Affiliated Entities as a whole has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the relevant Group Company.

10.4 There are no material bugs or viruses, logic bombs, or other contaminants (including without limitation, "worm" or "Trojan horses") in or failures or breakdowns of any material computer hardware or software or any other material Information Technology equipment used in connection with the business of the Company or any of the Subsidiaries or Consolidated Affiliated Entities which is necessary for the business of the Company or the relevant.

10.5 The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Governmental Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same.

11 **License and Permits**

11.1 Except as disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and PHIP, each of the Company and the Subsidiaries and Consolidated Affiliated Entities possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate Authority that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular; none of the Company or any of its Subsidiaries or Consolidated Affiliated Entities has received notice of any revocation or modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.

12 **Compliance with Employment and Labor Laws**

12.1 Except as set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, neither the Company nor any Subsidiary or Consolidated Affiliated Entity has any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; all housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of the present or past employees of each of the Company and the Subsidiaries and Consolidated Affiliated Entities arising from their employment with the Company or such Subsidiary or Consolidated Affiliated Entity are fully provided for by way of an adequately funded pension scheme established for and on behalf of the Company or such Subsidiary or Consolidated

Affiliated Entity that is or was the employer of such person or established by the Company or such Subsidiary or Consolidated Affiliated Entity in the name of the relevant present or past employees; there are no material amounts owing or promised to any present or former directors, employees or consultants of the Company or any Subsidiary or Consolidated Affiliated Entity other than remuneration accrued, due or for reimbursement of business expenses; no director or senior management or key employee of the Company or any Subsidiary or Consolidated Affiliated Entity has given or been given notice terminating their contracts of employment; there is no proposal to terminate the employment or consultancy of any director, key employee or consultant of the Company or any Subsidiary or Consolidated Affiliated Entity or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); none of the Company or any Subsidiary or Consolidated Affiliated Entity has any outstanding material undischarged liability to pay to any Governmental Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of such director, key employee or consultant; no liability has been incurred by the Company or any Subsidiary or Consolidated Affiliated Entity for breach of any director's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of the Company or any Subsidiary or Consolidated Affiliated Entity; neither the Company nor any Subsidiary or Consolidated Affiliated Entity has any redundancy plans with respect to its employees which are to be implemented in the three years following the date hereof; where the Company or any Subsidiary or Consolidated Affiliated Entity participates in, or has participated in, or is liable to contribute to any such scheme, the Company or such Subsidiary or Consolidated Affiliated Entity has complied with the requirements to make contributions to such schemes in accordance with the terms thereof; and neither the Company nor any Subsidiary or Consolidated Affiliated Entity has any financial obligation to any Governmental Authority or any social security fund or other fund maintained by any Governmental Authority in connection with the Global Offering.

12.2 All contracts of service in relation to the employment of the directors and employees the Company and its Subsidiaries and Consolidated Affiliated Entities are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the Company or the relevant Subsidiaries or Consolidated Affiliated Entities and the subsisting contracts of service to which the Company or such Subsidiary or Consolidated Affiliated Entity is a party are legal, valid and enforceable and are determinable at any time on reasonable notice without compensation (except for statutory compensation or as provided in the articles of association of the Company) and, to the best of the Warrantors' knowledge after due and careful inquiry, there are no claims pending or threatened or capable of arising against the Company or the relevant Subsidiaries or Consolidated Affiliated Entities, brought by the directors or the senior managers or the key employees of the Company, in respect of any accident or injury not fully covered by insurance; each of the Company and its Subsidiaries and Consolidated Affiliated Entities has, in relation to its respective directors, key employees or consultants (and so far as relevant, to each of its respective former directors, employees or consultants), complied in all material respects with all terms and conditions of such directors', key employees' or consultants' (or former directors', key employees' or consultants') contracts of employment or consultancy.

12.3 Save as disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, none of the Directors has a service contract with any of the Company or its Subsidiaries or Consolidated Affiliated Entities which is required to be disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

12.4 No material labor dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary or Consolidated Affiliated Entity exists, is imminent or threatened; and the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of its or any Subsidiary or Consolidated Affiliated Entity's principal suppliers, contractors or customers; and there has been no violation of any applicable labor and employment Laws by any of the Company or its Subsidiaries or Consolidated Affiliated Entities, or to the best of the Warrantors' knowledge after due and careful inquiry, by any of the principal suppliers or contractors of any of the Company or its Subsidiaries or Consolidated Affiliated Entities.

13 **Compliance with Environmental Laws**

13.1 The Company and the Subsidiaries and Consolidated Affiliated Entities and their respective properties, assets, facilities and operations comply with, and each of the Company and the Subsidiaries and Consolidated Affiliated Entities holds all Governmental Authorizations required or advisable under, Environmental Laws (as defined below) that are material to the Company and the Subsidiaries and Consolidated Affiliated Entities, taken as a whole; there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company or any Subsidiary or Consolidated Affiliated Entity under, or to interfere with or prevent compliance by the Company or any Subsidiary or Consolidated Affiliated Entity with, Environmental Laws; and none of the Company and the Subsidiaries and Consolidated Affiliated Entities (A) is the subject of any investigation; (B) has received any notice or claim; (C) is a party to or affected by any pending or threatened action, suit or proceeding; (D) is bound by any judgment, decree or order, or (E) has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below); in the ordinary course of its business, the Company and its Subsidiary and Consolidated Affiliated Entity conduct periodic reviews of the effect of Environmental Laws on their respective businesses, operations, properties and assets, in the course of which they identify and evaluate associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any Governmental Authorizations required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such reviews, the Company has concluded that such associated costs and liabilities, individually or in the aggregate, would not, or could not reasonably be expected to, result in a Material Adverse Effect as used herein, "**Environmental Law**" means any Law relating to the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and "**Hazardous Materials**" means any material (including pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law.

14 **Cybersecurity and Data Protection**

14.1 (A) Each of the Company and the Subsidiaries and Consolidated Affiliated Entities has complied with all applicable Laws concerning cybersecurity, data protection, the privacy and security of Information Technology and Personal Data and the confidentiality and archive administration laws ("**Data Protection Laws**"); (B) neither the Company nor any of the Subsidiaries or Consolidated Affiliated Entities is, or is expected to be classified as, a "critical information infrastructure operator" under the Cybersecurity Law of the PRC; (C) neither the Company nor any of the Subsidiaries or Consolidated Affiliated Entities is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the CAC, the CSRC, or any other relevant Governmental Authority; (D) neither the Company nor any of the Subsidiaries or Consolidated Affiliated Entities has received any notice (including, without limitation, any enforcement notice, de-registration notice, cybersecurity review or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or

archive administration Governmental Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; (E) neither the Company nor any of the Subsidiaries or Consolidated Affiliated Entities has received any claim for compensation from any person in respect of its business under Data Protection Laws in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data in the previous three years and there is no outstanding order against the Company or any of the Subsidiaries or Consolidated Affiliated Entities in respect of the rectification or erasure of data; (F) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Governmental Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any of the Subsidiaries or Consolidated Affiliated Entities for the purposes of, inter alia, searching them or seizing any documents or other material found there; (G) neither the Company nor any of the Subsidiaries or Consolidated Affiliated Entities has received any communication, inquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Governmental Authority on the Company or any of the Subsidiaries or Consolidated Affiliated Entities or any of their respective directors, officers and employees; (I) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any of the Subsidiaries or Consolidated Affiliated Entities or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (J) neither the Company nor any of the Subsidiaries or Consolidated Affiliated Entities has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority.

15 **Insurance**

15.1 Each of the Company and the Subsidiaries and Consolidated Affiliated Entities is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the markets and businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company or any Subsidiary or Consolidated Affiliated Entity, or their respective operations, assets and employees are in full force and effect; the Company and the Subsidiaries and Consolidated Affiliated Entities are in compliance with the terms of such policies and instruments; there are no claims by the Company or any Subsidiary or Consolidated Affiliated Entity under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; none of the Company and the Subsidiaries and Consolidated Affiliated Entities has been refused any material insurance coverage sought or applied for; and none of the Company and the Subsidiaries and Consolidated Affiliated Entities has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

15.2 The description of the insurance coverage of the Company and the Subsidiaries and Consolidated Affiliated Entities contained in the Hong Kong Public Offering Documents, the Application Proof, PHIP and the Preliminary Offering Circular is true, accurate and not misleading.

16 **Internal Controls**

16.1 Each of the Company and the Subsidiaries and Consolidated Affiliated Entities has established procedures which provide a reasonable basis for the directors to make proper assessments as to the financial position and prospects of the Company and the Subsidiaries and Consolidated Affiliated Entities, and each of the Company and the Subsidiaries and Consolidated Affiliated

Entities maintains a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in conformity with HKFRS, other relevant generally accepted accounting principles or applicable accounting requirements, and maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences; (E) each of the Company and the Subsidiaries and Consolidated Affiliated Entities has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of the Company's consolidated financial statements and notes thereto in accordance with HKFRS, other relevant generally accepted accounting principles or applicable accounting requirements; and (F) such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; and the Company's current management information and accounting control system has been in operation for at least three years during which none of the Company and the Subsidiaries and Consolidated Affiliated Entities has experienced any material difficulties with regard to (A) through (F) above or with regard to ascertaining at any point in time the differences in real time between budgeted and actual expenses.

16.2 The Company's internal control over financial reporting is effective, and there are no material weaknesses in the Company's internal control over accounting and financial reporting and no changes in the Company's internal control over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to adversely affect, the Company's internal control over accounting and financial reporting.

16.3 The Company has established and maintains corporate governance practices in accordance with the Code Provisions in the Corporate Governance Code as set forth in Appendix 14 to the Listing Rules; each of the Company and the Subsidiaries and Consolidated Affiliated Entities has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) information relating to the Company or any of the Subsidiaries or Consolidated Affiliated Entities is made known in a timely manner to the Board and management by others within those entities; and (B) the Company and the Board comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the SFO, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Companies Ordinance and any other applicable Laws, including the requirements of the Listing Rules on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term "disclosure and corporate governance controls and procedures" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarized and reported, in a timely manner and in any event within the time period required by applicable Law).

16.4 None of the deficiencies and issues identified in the internal control report prepared by the Internal Control Consultant would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of the Company or any other members of the Group to comply with any applicable Laws. Any issues or deficiencies identified and as disclosed in such internal control report have been rectified or

improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.

16.5 The statutory books, books of account and other records of the Company and the Subsidiaries or Consolidated Affiliated Entities are up-to-date and contain complete and accurate records required by Laws to be dealt with in such books, and no notice or allegation that any is incorrect or should be rectified has been received; all accounts, documents and returns required by Laws to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other Governmental Authority have been duly and correctly delivered or made.

17 **Compliance with Bribery, Anti-Money Laundering, Sanctions and Export Control Laws**

17.1 (A) None of the Warrantors, the Subsidiaries, Consolidated Affiliated Entities, their respective directors, supervisors (if any), officers, to the best knowledge of the Company after due and careful enquiry, agents and employees, their respective affiliates, or any of such affiliate's respective directors, supervisors, officers, agents and employees (collectively, the "**Group Relevant Persons**"), is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations (as defined below); (B) none of the Group Relevant Persons (x) is located, organized or resident in a country or territory that is subject to any Sanctions Laws and Regulations (including the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Kherson, Zaporizhzhya and the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria), (y) undertakes any transactions, or has any connections, with any country or territory, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or territories or performing contracts in support of projects in or for the benefit of those countries or territories, (z) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Company will use the proceeds from the Global Offering exclusively in the manner set forth in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular in the section headed "Future Plans and Use of Proceeds," and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiary or Consolidated Affiliated Entity or their respective joint venture partners or other Person for the purpose of financing any activities or business of or with any Person that is subject to Sanctions Laws and Regulations, or of, with or in the so-called Donetsk People's Republic, the so-called Luhansk People's Republic of Ukraine, Kherson, Zaporizhzhya and the Crimea region, Cuba, Iran, North Korea, Syria, or any country or territory that is subject to any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (D) each of the Warrantors and the Subsidiaries and Consolidated Affiliated Entities is in compliance with all export control and import laws and regulations in the U.S., China and other countries, including the U.S. Export Administration Regulations (the "**EAR**"), the U.S. Customs regulations, and various economic sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control (the "**OFAC**"); (F) all items of the Warrantors and the Subsidiaries and Consolidated Affiliated Entities are not subject to the EAR as defined at 15 CFR §734.2, and therefore can be provided to individuals and entities included on the U.S. Commerce Department's Bureau of Industry and Security's ("**BIS**") restricted party lists including the Denied Persons List and Entity List without violating the EAR; (G) the Warrantors and the Subsidiaries and Consolidated Affiliated Entities covenant not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any

Person participating in the Global Offering); and (H) the Group Relevant Persons have not engaged in, are not now engaged in, and will not engage in, any dealings or transactions directly or indirectly with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the target of a Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations; as used herein, "**Sanctions Laws and Regulations**" means (i) any U.S. sanctions related to or administered or enforced by the U.S. government, including but not limited to the OFAC, the BIS or the U.S. Department of State, including, without limitation, designation on the Specially Designated National or Blocked Person ("**SDN**") List, the Chinese Military Industrial Complex Companies ("**CMIC**") List, the Entity List or the Military End User List, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), His Majesty's Treasury of the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Monetary Authority of Singapore, the Hong Kong Monetary Authority, the Cayman Islands Monetary Authority, or other relevant sanctions authorities or other relevant sanctions or export control authority of any Governmental Authority.

17.2 None of the Group Relevant Persons is aware of or has, directly or indirectly, made or authorized (A) the payment of any money or the giving of anything of value to any official, employee, agent, representative or any other person acting in an official capacity for any Government Entity (as defined below), including personnel of hospitals (public and private) and local governments, to any political party or official thereof or to any candidate for public office, any member of a royal or ruling family, or immediate family members and close associates of all parties mentioned above (each a "**Government Official**") or to any person under circumstances where a Group Relevant Person knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of the Cayman Islands, the United States, Hong Kong, the PRC or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of any of the Warrantors or any Subsidiary or Consolidated Affiliated Entity; without prejudice to the foregoing, none of the Group Relevant Persons has violated or is in violation of Anti-Corruption Laws (as used here, "**Anti-Corruption Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010, the relevant provisions of the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Provisional Regulations on Anti-Commercial Bribery, the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), any legislation implementing the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and any other applicable laws, rules or regulations regarding anti-bribery or illegal payments or gratuities, as amended); and the Company and the Subsidiaries and Consolidated Affiliated Entities have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to ensure continued compliance therewith; and the Warrantors and the Subsidiaries and Consolidated Affiliated Entities have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such Laws; as used herein, "**Government Entity**" means any government or any department, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, a judicial body or a public international organization, a body that exercises regulatory authority over any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners,

the Joint Lead Managers or Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties.

17.3 None of the Group Relevant Persons is aware of or has, directly or indirectly, received or authorized the receipt of the payment of any money or the gift of anything of value from any supplier of raw materials or equipment, or the respective directors, supervisors (if any), officers, agents, employees or affiliates or any other person acting for or on behalf of the foregoing, where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company or the Subsidiaries or Consolidated Affiliated Entities to procure or increase the procurement of raw materials or equipment; or (B) prohibited under any applicable Law of the Cayman Islands, the United States, Hong Kong, the PRC or any other jurisdiction; and each of the Company and the Subsidiaries and Consolidated Affiliated Entities maintains and has implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are designed to detect and prevent any such receipt of payment or gift of anything of value.

17.4 The operations of the Warrantors and the Subsidiaries and Consolidated Affiliated Entities are, and at all times have been, conducted in compliance with applicable financial recordkeeping and reporting requirements of the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, any other United States anti-money laundering laws, and any applicable Laws relating to money laundering in all jurisdictions, including the Cayman Islands, Hong Kong, the PRC and the United States, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any Governmental Authority involving any of the Warrantors or the Subsidiaries or Consolidated Affiliated Entities or their respective businesses with respect to Anti-Money Laundering Laws is pending or threatened.

18 **Experts**

18.1 Each of the experts named in the section headed "Appendix IV—Statutory and General Information—E. Other Information—6. Qualifications of Experts" and "Appendix IV—Statutory and General Information—E. Other Information—7. Consents of Experts" of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest and has granted its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular and has not withdrawn its consent.

18.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, and any counsel for the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of such opinions, reports, letters or certificates; and (B) no information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, any counsel for the Company or the Joint Sponsors, any other professional advisers, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Underwriters, as applicable, for the purposes of their respective preparation of any report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular) in connection with the Global Offering and the

listing of the Shares on the Stock Exchange, and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading.

18.3 (A) The factual contents of the Industry Consultant Report are considered by the Warrantors to be reasonable and appropriate in all material respects; (B) the assumptions made by the Industry Consultant in the Industry Consultant Report are considered by the Warrantors to be reasonable and appropriate; (C) the market positioning of the Company contained in the Industry Consultant Report are considered by the Warrantors to be accurately represented, reasonable and not misleading; (D) no facts have come to the attention of the Warrantors or any of their respective directors, supervisors or officers that have caused them to believe that the Industry Consultant Report, as of its date and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact or assumption necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (E) the report prepared by the Industry Consultant was prepared at the Company's request based on a contractual arrangement which the Company negotiated on an arms' length basis.

19 **Provision of Information**

19.1 The Warrantors, their respective agents and representatives (other than the Hong Kong Underwriters in their capacity as such) (A) have not, without the prior written consent of the Overall Coordinators and the Joint Global Coordinators prepared, made, used, authorized, approved or referred to any Supplemental Offering Material; and (B) will not, without the prior written consent of the Overall Coordinators and the Joint Global Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Material.

19.2 None of the Warrantors, the Subsidiaries, the Consolidated Affiliated Entities, or any of their respective directors, officers, employees, affiliates, advisors or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any Subsidiary or Consolidated Affiliated Entity that is not, or is not reasonably expected to be, included in each of Prospectus, the Preliminary Offering Circular and the Offering Circular.

20 **Material Contracts and Connected Transactions**

20.1 (A) All material contracts to which the Company or any Subsidiary or Consolidated Affiliated Entity is a party that are required to be disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular or filed therewith or with the Registrar of Companies in Hong Kong (collectively, the "**Material Contracts**") have been so disclosed or filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; none of the Material Contracts will, without the written consent of the Underwriters, be terminated, nor will the terms of any Material Contracts be changed, prior to or on the Listing Date; and none of the Company, the Subsidiaries, the Consolidated Affiliated Entities nor any other party to a Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract; (B) neither the Company nor any Subsidiary or Consolidated Affiliated Entity has been informed by any counterparties to its Material Contracts that the Company or such Subsidiary or Consolidated Affiliated Entity is in breach of any terms thereof; (C) each of the contracts listed as being material contracts in the section of the Prospectus, the Preliminary Offering Circular and the PHIP headed "Appendix IV—Statutory and General Information—B. Further Information about our Business—1. Summary of Material Contracts" has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

20.2 None of the Company or any of the Subsidiaries or Consolidated Affiliated Entities has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course

of business (for these purposes, a long term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any of the Subsidiaries or Consolidated Affiliated Entities (as applicable) on six months' notice or less).

20.3 The Company does not have any reason to believe that any significant supplier or customer of the Company or any of the Subsidiaries or Consolidated Affiliated Entities is considering ceasing to deal with the Company or the relevant members of the Group or reducing the extent or value of its dealings with the Company or the relevant Subsidiaries or Consolidated Affiliated Entities except where such ceasing or reducing would not, individually or in the aggregate, result in a Material Adverse Effect.

20.4 None of the Company or any of the Subsidiaries or Consolidated Affiliated Entities is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction, except where such agreement or arrangement would not, individually or in the aggregate, result in a Material Adverse Effect.

20.5 None of the Company and the Subsidiaries and Consolidated Affiliated Entities is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.

20.6 None of the Company, the Subsidiaries, the Consolidated Affiliated Entities is a party to any agreement, arrangement or concerted practice or is carrying on any practice that in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any Subsidiary or Consolidated Affiliated Entity has property or assets or carries on business or in respect of which any Governmental Authorization is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).

20.7 Except as set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, there will be no connected transactions (as defined under the Listing Rules) between the Company or any of the Subsidiaries or Consolidated Affiliated Entities and a connected person (as defined under the Listing Rules) subsisting immediately upon completion of the Global Offering and there are no relationships or transactions not in the ordinary course of business between the Company or any of the Subsidiaries or Consolidated Affiliated Entities and their respective customers or suppliers subsisting immediately upon completion of the Global Offering.

20.8 In respect of the connected transactions (as defined in the Listing Rules and in accordance with the guidance from the Stock Exchange) of the Group (the "**Connected Transactions**") disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular, (A) the statements set forth in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular relating to such transactions are complete, true and accurate in all material respects, and there are no other facts or matters the omission of which would make any such statements, in light of the circumstances under which they were made, misleading, and there are no other Connected Transactions which are required by Chapter 14A of the Listing Rules to be disclosed in the Hong Kong Prospectus but have not been disclosed as such; (B) the Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular have been entered into and carried out, and will be carried out, in the ordinary course of business and on normal commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, including, without limitation, the independent non-executive Directors, in coming to their view have made due and proper inquiries and investigations of such Connected Transactions; (C) the Company has complied with and will continue to comply with the terms of such Connected Transactions disclosed in each of the Hong Kong Public

Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular so long as the agreement or arrangement relating thereto is in effect; (D) each of such Connected Transactions and related agreements and undertakings as disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and is in full force and effect; and (E) each of such Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular has been and will be carried out by the Group in compliance with all applicable Laws.

20.9 No indebtedness (actual or contingent) and no contract or arrangement is outstanding between the Company or any of the Subsidiaries or Consolidated Affiliated Entities, on the one hand, and any director, supervisor (if any) or officer of the Company or the Subsidiaries or Consolidated Affiliated Entities or any person connected with such director, supervisor (if any) or officer (including his or her spouse, minor children or any company or undertaking in which he or she holds a controlling interest), on the other hand.

20.10 None of the directors, supervisors (if any) or officers of the Company or any of the Subsidiaries or Consolidated Affiliated Entities, or any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person, (A) is interested in any business that is similar to or competes or is likely to compete, directly or indirectly, with the business of the Company or any Subsidiary or Consolidated Affiliated Entity; (B) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Prospectus been acquired or disposed of by or leased to the Company or any Subsidiary or Consolidated Affiliated Entity; or (C) is or will be interested in any agreement or arrangement with the Company or any Subsidiary or Consolidated Affiliated Entity which is subsisting at each (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date and (iv) the Listing Date and which is material in relation to the business of the Company or such Subsidiary or Consolidated Affiliated Entity.

20.11 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney, Director's certificate, and confirmation letter, in each case to the extent applicable, issued by her/him to the Company and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and/or the Joint Global Coordinators, and such authority and confirmations remain in full force and effect.

20.12 There are no relationships or material transactions not in the ordinary course of business between the Company or any Subsidiary or Consolidated Affiliated Entity, on one hand, and their respective customers, suppliers or business partners, on the other hand.

21 **Historical Changes**

21.1 The descriptions of the events, transactions and documents (the "**Historical Changes Documents**") relating to the transfers and changes in the share capital of the Company (the "**Historical Changes**") and the corporate structure charts as set forth in the sections of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular headed, respectively, "History, Reorganization and Corporate Structure" and "Appendix IV—Statutory and General Information" are complete, true and accurate in all material respects and not misleading.

21.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

21.3 The Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a material default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a

person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any of the Subsidiaries or Consolidated Affiliated Entities pursuant to (A) the memorandum articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any of the Subsidiaries or Consolidated Affiliated Entities; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries or Consolidated Affiliated Entities is a party or by which the Company or any of its Subsidiaries or Consolidated Affiliated Entities is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any of the Subsidiaries or Consolidated Affiliated Entities or any of their respective properties or assets, except in each case of clauses (B) and (C) as would not, individually or in the aggregate, result in a Material Adverse Effect.

21.4 Neither the Historical Changes nor the execution, delivery and performance of any of the Historical Changes Documents (A) resulted in the creation or imposition of any pledge, charge, lien, mortgage, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights similar to the foregoing upon any assets of the Company or any of the Subsidiaries or Consolidated Affiliated Entities; or (B) has rendered the Company or any of the Subsidiaries or Consolidated Affiliated Entities liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the Accountant's Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

21.5 All Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of the Subsidiaries or Consolidated Affiliated Entities or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; all such Governmental Authorizations are valid and in full force and effect and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular; each of the Governmental Authorizations granted by the relevant Authority to the Company or any of the Subsidiaries or Consolidated Affiliated Entities prior to the Reorganization and are necessary for the operation of the Company and the Subsidiaries and Consolidated Affiliated Entities has been validly and legally transferred, renewed, maintained or assumed following the Reorganization; and neither the Company nor any of the Subsidiaries or Consolidated Affiliated Entities is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Authorizations.

21.6 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other material documents or agreements, written or oral, that have been entered into by the Company or any of the Subsidiaries or Consolidated Affiliated Entities in connection with the Historical Changes which have not been previously provided, or made available, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

21.7 There are no actions, suits, proceedings, investigations or inquiries pending, to the best of the Warrantors' knowledge, or threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness or validity of the events, transactions and documents relating to the Historical Changes as set forth in the sections of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular headed "History, Reorganization and Corporate Structure" and "Appendix IV—Statutory and General Information."

22 **Pre-IPO Investments**

22.1 The descriptions of the events, transactions and documents relating to the pre-IPO investments as set forth in the section of each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular headed "History, Reorganization and Corporate Structure" (the "**Pre-IPO Investments**") are complete, true and accurate in all material respects and not misleading.

22.2 (A) All Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the Pre-IPO Investments have been unconditionally obtained or made; and (B) all such Governmental Authorizations are valid and in full force and effect, and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed.

22.3 The Pre-IPO Investments are in compliance with Chapter 4.2 of the Guide.

23 **Taxation**

23.1 All returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required to have been filed by or in respect of the Company or the Subsidiaries or Consolidated Affiliated Entities for Taxation purposes have been filed; and all such returns, reports and filings are complete, true and accurate in all material respects and are not the subject of any material dispute with the relevant tax or other appropriate authorities; all Taxes required to be paid by each of the Company and the Subsidiaries and Consolidated Affiliated Entities have been paid in full (and all amounts required to be withheld from amounts owing to any employee, creditor, or third party have been withheld in full) other than those currently payable without penalty or interest, in which case adequate reserves have been established on the books and records of the Company and the Subsidiaries and Consolidated Affiliated Entities in accordance with HKFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); the provisions included in the audited financial statements as set out in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular included appropriate and adequate provisions required under HKFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any Subsidiary or Consolidated Affiliated Entity was then or might reasonably be expected thereafter to become or have become liable; none of the Company and the Subsidiaries and Consolidated Affiliated Entities has received written notice of any audit or Tax deficiency that has been asserted against the Company or any Subsidiary or Consolidated Affiliated Entity that would be reasonably anticipated to give rise to a liability in excess of any reserves established on the books and records of the Company and the Subsidiaries and Consolidated Affiliated Entities in accordance with HKFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); there are no material liens for Taxes on the assets of the Company or the Subsidiaries or Consolidated Affiliated Entities other than liens for Taxes (A) currently payable without penalty or interest; or (B) being contested in good faith by appropriate proceedings and for which, in the case of both clauses (A) and (B), adequate reserves have been established on the books and records of the Company and the Subsidiaries and Consolidated Affiliated Entities in accordance with HKFRS and reflected on the audited consolidated financial statements (and any notes thereto).

23.2 All local and national governmental Tax waivers and other local and national PRC Tax relief, concession and preferential treatment granted to the Company and the Subsidiaries and Consolidated Affiliated Entities are valid, binding and enforceable and do not violate any provision of any Law or statute or any order, rule or regulation of any Governmental Authority.

23.3 Except as set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company, any Subsidiary, any Consolidated Affiliated Entity or any Underwriters to the Cayman Islands, Hong Kong, the PRC or any political subdivision or any taxing or other Governmental Authority thereof or therein in connection with (A) the creation, allotment and issuance of the Offer Shares; (B) the sale and delivery by the Company of the Offer Shares to or for the respective accounts of the International Underwriters and the Hong Kong Underwriters, as the case may be, in the manner contemplated in this Agreement and in the International Underwriting Agreement, (C) the execution and delivery of this Agreement and the International Underwriting Agreement, (D) the offer, sale and delivery within and outside Hong Kong by the International Underwriters or within Hong Kong by the Hong Kong Underwriters of the Offer Shares to the initial placees thereof in the manner contemplated in the Hong Kong Public Offering Documents, the Application Proof, the PHIP or the Preliminary Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited.

23.4 Neither the Company nor any of the Subsidiaries or Consolidated Affiliated Entities has been or is currently the subject of an inquiry into transfer pricing by any Taxation or other Authority and no Taxation Authority has indicated any intention to commence any such inquiry and there are no circumstances likely to give rise to any such inquiry.

23.5 Under existing Hong Kong Laws, holders of the Offer Shares are not subject to withholding tax, income tax or any other taxes or duties imposed by any court or Authority of Hong Kong in respect of (i) any payments, dividends or other distributions made on the Offer Shares or (ii) gains made on sales of the Offer Shares between non-residents of Hong Kong consummated outside Hong Kong.

24 **Dividends**

24.1 Except as set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, dividends and other distributions declared and payable on the Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of the Cayman Islands, Hong Kong, the PRC, the United States or any taxing or other Governmental Authority thereof or therein, and may be so paid and transferred out of Hong Kong without the necessity of obtaining any Governmental Authorization in any of such jurisdictions.

24.2 Except as set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, no Subsidiary or Consolidated Affiliated Entity is prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares, capital stock or other equity interests of or in such Subsidiary or Consolidated Affiliated Entity, from repaying to the Company any loans or advances to such Subsidiary or Consolidated Affiliated Entity from the Company, or from transferring any of the properties or assets of such Subsidiary or Consolidated Affiliated Entity to the Company or to any other Subsidiary or Consolidated Affiliated Entity; such dividends and other distributions are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by any taxing or other Governmental Authority, and may be so paid without the necessity of obtaining any Governmental Authorization in any jurisdiction.

25 **Litigation and Other Proceedings**

25.1 There are (A) no legal, arbitral or governmental proceedings, investigations or inquires pending or, to the best of the Warrantors' knowledge after due and careful inquiry, threatened or contemplated by any Governmental Authority, to which the Company or any of the Subsidiaries or Consolidated Affiliated Entities, or any of their respective directors, supervisors (if any), officers or, to the best of the Warrantors' knowledge after due and careful inquiry, employees or affiliates, is or may be a party or to which the Company or any Subsidiary or Consolidated Affiliated Entity, any properties, assets, products or services of the Company or any Subsidiary or Consolidated Affiliated Entity, or any of their respective directors, supervisors (if any) or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or proposed by any Governmental Authority; and (C) no judgments, decrees or orders of any Governmental Authority, which, in any of clause (A), (B) or (C), would or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, or adversely affect the power or ability of any of the Warrantors to perform its/his obligations under the Hong Kong Underwriting Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents, the Application Proof, the PHIP or the Preliminary Offering Circular and are not so described; none of the Company or any of the Subsidiaries or Consolidated Affiliated Entities which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

25.2 None of the Company and the Subsidiaries and Consolidated Affiliated Entities has taken any action nor have any steps been taken or legal, legislative or administrative proceedings been started or threatened (A) to wind up, make bankrupt, dissolve, deregister, make dormant, or eliminate the Company or any Subsidiary or Consolidated Affiliated Entity; or (B) to withdraw, revoke or cancel any approval to conduct business or any operation of the Company or any Subsidiary or Consolidated Affiliated Entity.

26 **Market Conduct**

26.1 None of the Warrantors, the Subsidiaries, Consolidated Affiliated Entities or their affiliates, or any of their respective directors, supervisors (if any), officers, or to the best of the Warrantors' knowledge after due and careful inquiry, agents or employees, or any person acting on behalf of any of them, has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities; (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange or any other Governmental Authority including those in relation to bookbuilding and placing activities.

26.2 Except for the stock borrowing arrangement as disclosed in the Hong Kong Public Offering Documents, the PHIP or the Preliminary Offering Circular, none of the Warrantors, the Subsidiaries, Consolidated Affiliated Entities or their affiliates, or any person acting on behalf of any of them (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise; (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the SFO, or the rules, regulations and requirements of the CSRC; (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the International

Underwriters of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the SFO or otherwise; (D) either alone or with one or more other persons, bid for or purchased, for any account in which it or any of its affiliates had a beneficial interest, any Offer Shares or attempted to induce any person to purchase any Offer Shares.

26.3 None of the Warrantors or any of the Subsidiaries or Consolidated Affiliated Entities, nor any of their respective directors, supervisors (if any), officers, employees, agents or affiliates (A) has taken or facilitated, or will take or facilitate, directly or indirectly, any action that is designed to, has constituted or might reasonably be expected to cause or result in, stabilization or manipulation of the price of any security of the Company or any Subsidiary or Consolidated Affiliated Entity to facilitate the sale or resale of the Offer Shares or otherwise; or (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilizing) Rules under the SFO, or the rules, regulations and requirements of the CSRC, or would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the SFO, or has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the SFO or otherwise, provided that the granting of the Over-allotment Option or other stabilization action taken by the Stabilizing Manager or any person acting for it as stabilizing manager in accordance with Clause 6 of this Agreement, Clause 1 of the International Underwriting Agreement, the Listing Rules, the SFO or any other applicable Laws in Hong Kong shall not constitute a breach of this subsection.

26.4 None of the Warrantors or any of the Subsidiaries or Consolidated Affiliated Entities, nor any of their respective directors or supervisors (if any) has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents, the Application Proof, the PHIP or the Preliminary Offering Circular. None of the Company or any of the Subsidiaries or Consolidated Affiliated Entities nor any of their respective directors, officers, agents, employees is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

27 **Immunity**

27.1 Under the Laws of the Cayman Islands, the United States, PRC, Hong Kong and the United States, none of the Warrantors, the Subsidiaries, the Consolidated Affiliated Entities, nor any of their respective properties, assets or revenues, is entitled to any right of immunity on the grounds of sovereignty from any legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of a judgment arbitral award or from other legal process or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Warrantors in Clause 16 hereof not to plead or claim any such immunity in any legal action, suit or proceeding based on this Agreement and the International Underwriting Agreement is valid and binding under the Laws of the Cayman Islands, Hong Kong, the PRC and the United States.

28 **Choice of Law and Dispute Resolution**

28.1 The choice of law provisions set forth in this Agreement do not contravene the Laws of the Cayman Islands, Hong Kong and PRC and will be recognized and given effect to by the courts of the Cayman Islands, Hong Kong and the PRC; each of the Warrantors can sue and be sued in its own name under the Laws of the Cayman Islands, Hong Kong and the PRC; the waiver of immunity on the grounds of sovereignty or crown status or otherwise does not contravene the Laws of the Cayman Islands, Hong Kong and the PRC and will be recognized and given effect

to by the courts of the Cayman Islands, Hong Kong and the PRC; the agreement that the Hong Kong Underwriting Agreement shall be governed by and construed in accordance with the Laws of Hong Kong do not contravene the Laws of the Cayman Islands or the PRC and are legal, valid and binding under the Laws of the Cayman Islands, Hong Kong and the PRC and will be respected by the Hong Kong and PRC courts; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the Cayman Islands, Hong Kong and the PRC are concerned, to confer valid personal jurisdiction over the Company; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company under this Agreement will be recognized and enforced by the Hong Kong and PRC courts.

28.2 It is not necessary under the Laws of the Cayman Islands, Hong Kong and the PRC that any of the International Underwriters or the Hong Kong Underwriters (other than those incorporated or organized under the Laws of the Cayman Islands, Hong Kong and the PRC as the case may be) should be licensed, qualified or entitled to carry out business in Laws of the Cayman Islands, Hong Kong and the PRC (A) to enable them to enforce their respective rights under the Hong Kong Underwriting Agreement, the International Underwriting Agreement or any other document to be furnished hereunder or thereunder; or (B) solely by reason of the execution, delivery or performance of the Hong Kong Underwriting Agreement and the International Underwriting Agreement.

29 **Professional Investor**

29.1 The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "you" or "your" shall mean the Warrantors, and "we" or "us" or "our" shall mean the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters.

30 **No Other Arrangements Relating to Sale of Offer Shares**

30.1 There are no contracts, agreements or understandings between the Company or any Subsidiary or Consolidated Affiliated Entity and any person or entity (other than the Hong Kong Underwriters pursuant to the Hong Kong Underwriting Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any Subsidiary or Consolidated Affiliated Entity or any Underwriter for brokerage commissions, finder's fees or other payments in connection with the offer of the Offer Shares.

30.2 Neither the Company nor any Subsidiary or Consolidated Affiliated Entity has entered into any contractual arrangement relating to the offer, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement, the Cornerstone Investment Agreements and the Operative Documents.

31 **Research**

31.1 With respect to any research reports issued by an Underwriter, none of the Company, any of the Subsidiaries or Consolidated Affiliated Entities or any of their respective directors, officers or employees, has or will have provided any research analysts with any material information, including forward-looking information (whether quantitative or qualitative) about the Group that is not included the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

32 **United States Securities Laws and Related Matters**

32.1 No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Underwriters, the Overall Coordinators, or the Joint Global Coordinators in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

32.2 None of the Company and its affiliates nor any person acting on behalf of any of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act; or (B) has offered or sold or will offer or sell the Offer Shares by means of any "directed selling efforts" within the meaning of Rule 902 under the Securities Act and will comply with the applicable offering restriction requirements of Regulation S.

32.3 The Company is a "foreign issuer" within the meaning of Regulation S under the Securities Act.

32.4 There is no "substantial U.S. market interest" within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares.

33 Directors, Officers and Shareholders

33.1 Any certificate signed by any director or officer of the Warrantors (to the extent applicable) and delivered to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI and Underwriter.

33.2 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and/or the Joint Global Coordinators, as applicable, and such authority and confirmations remain in full force and effect.

33.3 Any subscription or purchase of the Offer Shares by a Director or his/her associates or existing shareholder of the Company, if conducted, has been or will be in accordance with Rules 10.03 and 10.04 of the Listing Rules.

33.4 All the interests or short positions of each of the Directors in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the Securities and Futures Ordinance, or which will be required pursuant to section 352 of the Securities and Futures Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the Shares are listed, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

33.5 The Directors have been duly and validly appointed and are the only directors of the Company.

33.6 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules.

33.7 None of the directors has a service contract with the Company or any of the Subsidiaries or Consolidated Affiliated Entities which is required to be disclosed in the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

33.8 Neither the Company nor any of the Subsidiaries or Consolidated Affiliated Entities has any outstanding loans to any of the directors, any of their respective spouses, children or other relatives or anybody corporate, trust or entity in which any of them has a controlling interest.

34 Cornerstone Investment

34.1 Pursuant to Chapter 4.15 of the Guide, no preferential treatment has been, nor will be, given to any place or its close associates by virtue of its relationship with the Company in any allocation in the placing tranche.

34.2 (A) The subscription by any subscriber or purchaser of Offer Shares as a cornerstone investor will not result in such cornerstone investor, and to the best of the Warrantors' knowledge, its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company; and (B) such cornerstone investor, and to the best of the Warrantors' knowledge, its beneficial owner(s) will, immediately after completion of the relevant Cornerstone Investment Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company.

Part B: Additional Representations and Warranties of the Controlling Shareholders

Each of the Controlling Shareholders represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them as follows:

1 **Information about the Controlling Shareholders**

1.1 All the information with respect to the Controlling Shareholders included in the Hong Kong Public Offering Documents, the Application Proof Prospectus, the PHIP and the Formal Notice (A) did not contain and will not contain any untrue statement of a material fact; and (B) did not omit and will not omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

1.2 All information with respect to the Controlling Shareholders disclosed or made available in writing or orally from time to time by or on behalf of the Controlling Shareholders and/or any of their directors, officers, employees, Affiliates and/or agents, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, any of the legal and other professional advisers to the Company or the Underwriters, the Stock Exchange and/or the SFC for the purposes of the Global Offering and/or the listing of the Shares on the Stock Exchange (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the Stock Exchange and/or the SFC) was, when disclosed or made available, and remains, complete, true and accurate in all material respects and not misleading, and was disclosed or made available in full and in good faith.

2 **Capacity**

2.1 Each of the Controlling Shareholders who is not a natural person has been duly incorporated under the Laws of the jurisdiction of its incorporation.

2.2 Each of the Controlling Shareholders who is a natural person (A) is of full age and sound mind, (B) fully understands the contents of the Hong Kong Underwriting Agreement, the International Underwriting Agreement and any Operative Documents (to the extent he is a party thereto), and (C) has obtained independent legal advice with respect to Hong Kong Underwriting Agreement, the International Underwriting Agreement and the Operative Documents (as applicable) and the transactions contemplated thereby, and acted independently and free from any undue influence by any person, prior to the execution and delivery of such documents.

2.3 Each of the Controlling Shareholders has full right, power and authority (corporate and other) to execute, deliver and perform the Hong Kong Underwriting Agreement, the International Underwriting Agreement and each of the Operative Documents to which it is a party.

3 **Execution and Authorization**

3.1 This Agreement has been duly authorized, executed and delivered by the Controlling Shareholders and when duly authorized, executed and delivered by the other parties to this Agreement or thereto, constitutes a legal, valid and binding agreement of the Controlling Shareholders, enforceable against the Controlling Shareholders in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

3.2 The execution and delivery of this Agreement and each of the Operative Documents to which any of the Controlling Shareholders is a party, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms of this Agreement or of those agreements, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a

breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of any Encumbrance on any property or assets of the Controlling Shareholders pursuant to: (A) the articles of association or other organizational or constitutional documents or the business license of the Controlling Shareholders (to the extent it is a company); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any of the Controlling Shareholders is a party or by which any of the Controlling Shareholders or any of their properties or assets is or may be bound or affected; or (C) any Laws applicable to any of the Controlling Shareholders or any of their properties or assets, except, in the case of (B) and (C), where such breach, violation, default, giving the holder of indebtedness right or creation or imposition of Encumbrance could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

3.3 None of the Controlling Shareholders is in breach or violation of or in default under (and no event has occurred which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other organizational or constitutional documents or its business license; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which he/it is a party or by which he/it or any of its properties or assets is or may be bound or affected; or (C) any Laws applicable to he/it or any of its properties or assets, with such exceptions in the case of (B) and (C) as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

3.4 Except for the final approval from the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange, all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Controlling Shareholders or any of their properties or assets, or otherwise from or with any other persons, required in connection with the performance by any of the Controlling Shareholders of their obligations under this Agreement or the consummation of the transactions contemplated by this Agreement, have been obtained or made and are in full force and effect, and to the best of the Controlling Shareholders' knowledge, there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.

3.5 Except as disclosed in each of the Disclosure Documents, (A) there are no Actions or enquiries under any Laws or by or before any Authority pending or, to the best of the Controlling Shareholders' knowledge, threatened, to which any of the Controlling Shareholders is or may be a party or to which any of their properties or assets is or may be subject, at law or in equity, before or by any Authority; (B) there is no Law that has been enacted, adopted or issued that has been proposed by any Authority; and (C) there is no judgment, decree or order of any Authority, which, in any such case described in (A), (B) or (C) above, would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Effect or materially and adversely affect the power or ability of such Controlling Shareholders to perform their obligations under this Agreement, or to consummate the transactions contemplated by this Agreement or otherwise materially and adversely affect the Global Offering.

4 **Compliance with Laws**

4.1 Neither the Controlling Shareholders nor, to the best of the Controlling Shareholders' knowledge, any of their respective Affiliate, director, officer, or employee nor any agent acting on behalf of the Controlling Shareholders has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an

act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated, is in violation of or engaged in any activity or conduct that would constitute an offence under any Anti-Corruption Law; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Controlling Shareholders have instituted, and maintains and enforces, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with all Anti-Corruption Law.

4.2 The operations of the Controlling Shareholders are and have been conducted at all times in compliance, in all material respects, with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable Money Laundering Laws of all jurisdictions where the Controlling Shareholders conduct business, and no Action or enquiry by or before any Authority involving the Controlling Shareholders with respect to the Money Laundering Laws is pending or, to the best of the knowledge of the Controlling Shareholders, threatened.

4.3 Neither the Controlling Shareholders nor, to the best of the Controlling Shareholders' knowledge, any of their directors, officers, nor any agent or Affiliates or any employees, agent acting on behalf of the Controlling Shareholders, is currently subject to or target of any Sanctions, nor are the Controlling Shareholders located, organized or resident in a country, region or territory that is the subject or the target of Sanctions, including, without limitation, any Sanctioned Country;

4.4 The Controlling Shareholders will cause the Company not to directly or indirectly use the proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary or consolidated affiliated entities, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person or in any country or territory that, at the time of such funding or facilitation, is or whose government is the subject or the target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

4.5 The Controlling Shareholders have not knowingly engaged in and is not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

4.6 There are no legal, arbitration or governmental Actions in progress or pending or, to the best of the Controlling Shareholders' knowledge, threatened, to which any of the Controlling Shareholders is a party or to which any of the properties of the Controlling Shareholders is subject, whether or not arising from transactions in the ordinary course of business, that would result in a Material Adverse Change or affect the power or ability of the Controlling Shareholders to perform any of their respective obligations under this Agreement, or to consummate any of the transactions contemplated by the Prospectus; and, to the best of the Controlling Shareholders' knowledge, no event has occurred which could reasonably be expected to give rise to such Actions.

5 **Connected Transactions**

5.1 In respect of the connected transactions (as defined in the Listing Rules) of the Company (the "**Connected Transactions**"), (A) the Connected Transactions disclosed in each of Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular or notified to the have been entered into and carried out, and will be carried out, in the

ordinary course of business and on commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole; and (B) the Connected Transactions as disclosed in each of Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and in full force and effect.

6 **Immunity**

6.1 The Controlling Shareholders and their properties, assets or revenues, are not entitled to any right of immunity on the grounds of sovereignty or otherwise from any Action, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other Action for the giving of any relief or for the enforcement of any judgment.

7 **Winding-Up**

7.1 Neither the Controlling Shareholders nor any person acting on their behalf have taken any action, nor have any Actions under any Laws been started or, to the best of the Controlling Shareholders' knowledge, threatened, to (A) liquidate, wind up, dissolve, make dormant or eliminate the Company; or (B) withdraw, revoke or cancel any Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of their respective properties or assets, required in order to conduct the business of the Company, except in each case as described in each of the Hong Kong Public Offering Documents, the Application Proof, the PHIP and the Preliminary Offering Circular.

8 **Voting Proxy Agreements**

8.1 Each of the voting proxy agreements is legal, valid, binding and enforceable in accordance with its terms, does not breach any obligations of Controlling Shareholders and Proxy Shareholders, does not breach the Articles of Association or any other constitutional documents of the Company, and no Laws or court orders prohibit such voting proxy agreements in Hong Kong, the PRC, the Cayman Islands or any other relevant jurisdictions.

SCHEDULE 3

CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal Documents

1. Two certified true copies of the signed written resolutions of the shareholders of the Company, dated May 13, 2025 in relation to the Global Offering referred to in Appendix IV to the Prospectus.

2. two certified true copies of the resolutions of the Board, or a duly authorized committee of the Board:

   (a) approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;

   (b) approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Offer Shares pursuant thereto;

   (c) approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;

   (d) approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and

   (e) approving the Verification Notes.

3. two certified copies of the minutes of a meeting (or written resolutions) of the governing body of each of Little Blue Light and Little Green Light, approving and/or ratifying (as applicable), among other things, the execution of this Agreement, the International Underwriting Agreement and all other documents as may be required to be executed by it/he pursuant to each of the above agreements or in connection with the Global Offering and the execution on its behalf and its performance of, its obligations hereunder and thereunder.

4. two certified true copies of the Registrar's Agreement duly signed by the parties thereto.

5. two certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.

6. Two certified true copies of each of the certificate of incorporation and the certificate of change of name of the Company.

7. Two certified true copies of the Articles of Association which shall become effective upon the Listing Date.

8. Two certified true copies of (i) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; and (ii) the current

business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).

9. Two certified true copies of the service agreements or letters of appointment of each of the Directors.

10. Two certified true copies of each of the responsibility letters, powers of attorney (except as already provided in item 14 below) and statements of interests signed by each of the Directors.

11. Two certified true copies of each of the material contracts referred to in the section of the Prospectus headed "Appendix IV – Statutory and General Information – B. Further information about Our Business – Summary of Material Contracts " (other than this Agreement) duly signed by the parties thereto.

12. Two certified true copies of the undertaking from each of the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.

13. Two certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

Documents relating to the Hong Kong Public Offering

14. Two printed copies of each of the Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney.

15. Two signed originals of the signature pages to the verification notes relating to the Prospectus, duly signed by or on behalf of the Company and each of the Directors.

16. Two signed originals of the accountants' report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.

17. Two signed originals of the letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Prospectus.

18. Two signed originals of the letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, and copied to the Joint Sponsors, and in form and substance satisfactory to the Joint Sponsors, which letter shall, *inter alia*, confirm the indebtedness statement contained in the Prospectus and comment on the statement contained in the Prospectus as to the sufficiency of the Group's working capital.

19. Two signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.

20. Two signed originals of the legal opinion from Commerce & Finance Law Offices, legal advisers to the Company as to PRC laws, dated the Prospectus Date and addressed to the Company, with copies to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators in respect of (i) the properties owned and leased by the Group in

the PRC and (ii) the establishment, business and legal status of the Group under PRC laws.

21. Two signed originals of the legal opinion from each of Jingtian & Gongcheng and JunHe LLP, legal advisers to the Joint Sponsors and the Underwriters as to PRC laws, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of (i) the properties owned and leased by the Group in the PRC and (ii) the establishment, business and legal status of the Group under PRC laws.

22. Two signed originals of the legal opinion from Ogier, legal advisers as to the BVI laws, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of certain aspects of (i) the due incorporation and subsistence of the Little Blue Light and Little Green Light, and (ii) certain other matters of British Virgin Islands law pertaining to the Global Offering.

23. Two signed originals of the letter from the Company's Cayman Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter summarizes certain aspects of the law of the Cayman Islands referred to in Appendix III to the Prospectus.

24. Two signed originals of legal opinion from Company's Cayman Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, relating to (i) the due incorporation and subsistence of the Company, and (ii) certain other matters of Cayman Islands law pertaining to the Global Offering, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

25. Two signed originals of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.

26. Two signed originals of the industry report from the Industry Consultant, dated the Prospectus Date.

27. Two certified true copies of the letter from each of the experts referred to in the section of the Prospectus headed "Appendix IV – Statutory and General Information – E. Other Information – 7. Consents of experts" (except for the Joint Sponsors), dated the Prospectus Date, consenting to the issue of the Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.

28. Two certified true copies each of the certificate given by the relevant translator relating to the translation of the Prospectus and the certificate issued by Toppan Nexus Limited as to the competency of such translator.

29. Two copies of the written confirmation from the Stock Exchange authorizing the registration of the Prospectus.

30. Two copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.

31. Two copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).

32. Two certified true copies of the Compliance Adviser Agreement.

33. Two signed originals or certified true copies of the profit forecast and working capital forecast memorandum adopted by the Board.

34. Two certified true copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures for the Global Offering and the listing of the Shares on the Main Board of the Stock Exchange.

35. Two signed originals of the IT audit report prepared by KPMG.

36. Two certified true copies of each of the voting proxy agreements executed on August 23, 2024, November 12, 2024 and December 16, 2024 duly signed by the parties thereto.

37. Two copies of the FINI Agreement duly signed by the parties thereto.

38. Two certified true copies of the appointment letter to the HK eIPO White Form Service Provider signed by the parties thereto.

Part B

1. Two signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.

2. Two signed originals of the Regulation S comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to, among others, the Joint Sponsors, the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.

3. Two signed originals of the Regulation S bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to, among others, the Joint Sponsors, the Overall Coordinators and the International Underwriters, in form satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.

4. Two signed originals of the bringdown legal opinion from Commerce & Finance Law Offices, legal advisers to the Company as to PRC laws, dated the Listing Date and addressed to the Company, with copies to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

5. Two signed originals of the bringdown legal opinion from Ogier, legal advisers as to the BVI laws, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of certain aspects of Little Blue Light and Little Green Light.

6. Two signed originals of the legal opinions from each of Jingtian & Gongcheng and JunHe LLP, legal advisers to the Underwriters as to PRC laws, dated the Listing Date and addressed to, among others, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

7. Two signed originals of the Hong Kong closing legal opinion from Jingtian & Gongcheng LLP, legal advisers to the Company as to Hong Kong laws, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

8. Two signed originals of the Hong Kong closing legal opinion from Hogan Lovells, legal advisers to the Company as to Hong Kong laws, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

9. Two signed originals of the no registration opinion from Hogan Lovells dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the

Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

10. Two signed originals of the Hong Kong closing legal opinion from O'Melveny & Myers, the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Sponsor-OCs and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs .

11. Two signed originals of the US legal opinion from O'Melveny & Myers, the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Sponsor-OCs and the International Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs.

12. Two signed originals of the bringdown legal opinion from Ogier, the Company's Cayman Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, relating to (i) the due incorporation and subsistence of the Company, and (ii) certain other matters of Cayman Islands law pertaining to the Global Offering, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

13. Two signed originals of the letter from Ogier, the Company's Cayman Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter summarizes certain aspects of the law of the Cayman Islands referred to in Appendix III to the Prospectus.

14. Two signed originals or certified true copies of the Price Determination Agreement duly signed by the parties thereto.

15. Two originals of the certificate signed by the chief executive officer of the Company, dated the Listing Date, and in the form set forth in exhibit to the International Underwriting Agreement, covering, *inter alia,* the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement, to be delivered as required under the International Underwriting Agreement.

16. Two originals of the certificate signed by the joint company secretaries of the Company, dated the Listing Date, and in the form set forth in exhibit to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.

17. Two originals of the certificate signed by the chief financial officer of the Company, dated the Listing Date, and in the form set forth in exhibit to the International Underwriting Agreement, covering, *inter alia*, financial, operational and business data contained in each of the Prospectus, the Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants, to be delivered as required under the International Underwriting Agreement.

18. Two originals of the certificate of the Controlling Shareholders, dated the Listing Date, and in the form set out in exhibit to the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date as of the representations and warranties of the Controlling Shareholders contained in this Agreement, to be delivered as required under the International Underwriting Agreement.

19. Two certified copies of the minutes of a meeting (or written resolutions) of the Board (or a duly authorized committee thereof), approving and/or ratifying (as applicable),

among other things, the determination of the Offer Price, the basis of allotment and the allotment and issue of Offer Shares to the allottees .

20. Two signed originals of the Stock Borrowing Agreement.

21. Two copies of the letter from the Stock Exchange approving the listing of the Shares.

22. Two signed originals of the signature pages to the verification notes relating to the CSRC Filing Report, each duly signed by or on behalf of the Company and each of the Directors.

23. Two certified true copies of the lock-up undertakings executed by each of the Pre-IPO Investors (as defined in the Prospectus).

SCHEDULE 4

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Underwriting Commitment.

2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the HK eIPO White Form Service at **www.hkeipo.hk** or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.

3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 5
FORMAL NOTICE

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on the following date:

Name of Publication	**Dates of Advertisement**
Stock Exchange website	May 22, 2025
Company website	May 22, 2025

SCHEDULE 6

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder ("**Institutional Professional Investor**").

2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the "**Code**"), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

   2.1 Information about clients

   (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;

   (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

   (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;

   2.2 Client agreement

   (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

   2.3 Information for client

   (i) disclose related information to you in respect of the transactions contemplated under this Agreement;

   (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

   (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;

   (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the "**Program**"), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

   (v) disclose transaction related information as required under paragraph 8.3A of the Code;

   2.4 Discretionary accounts

   (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and

   (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

3. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.

5. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART B – IF YOU ARE A CORPORATE INVESTOR AND WE HAVE COMPLIED WITH PARAGRAPHS 15.3A AND 15.3B OF THE CODE:

1. You are a Corporate Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) ("**Professional Investor Rules**") ("**Corporate Professional Investor**").

   The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

   (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than $40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;

   (ii) a corporation (other than a trust corporation referred to in paragraph (i)):

      (A) having:

         (I) a portfolio of not less than $8 million; or

         (II) total assets of not less than $40 million,

         at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;

      (B) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:

         (I) a trust corporation specified in paragraph (i);

         (II) an individual specified in Section 5(1) of the Professional Investor Rules;

         (III) a corporation specified in this paragraph or paragraph (ii)(A);

         (IV) a partnership specified in paragraph (iii);

         (V) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or

(C) which, at the relevant date, wholly owns a corporation referred to in paragraph (ii)(A);

and

(iii) a partnership having:

(A) a portfolio of not less than $8 million; or

(B) total assets of not less than $40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules.

Section 8 of the Professional Investor Rules requires that the total assets entrusted to a trust corporation, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

(i) the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;

(ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:

(A) a statement of account or a certificate issued by a custodian;

(B) a certificate issued by an auditor or a certified public accountant;

(C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), corporation or partnership.

2. The Overall Coordinators have categorized you as a Corporate Professional Investor based on information you have given to the Overall Coordinators. You will inform the Overall Coordinators promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets. As a consequence of your categorization as a Corporate Professional Investor and the Overall Coordinators' assessment of you as satisfying the criteria set out in Paragraph 15.3A(b) of the Code, the Overall Coordinators are exempt from certain requirements under Paragraphs 15.4 and 15.5 of the Code.

3. By entering into this Agreement, you hereby consent to being treated as a Corporate Professional Investor, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

3.1 Information about clients

(iv) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;

(v) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

(vi) assess your knowledge of derivatives and characterize you based on your

knowledge of derivatives;

3.2 Client agreement

(ii) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

(vi) disclose related information to you in respect of the transactions contemplated under this Agreement;

(vii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

(viii) promptly confirm the essential features of a transaction after effecting a transaction for you;

(ix) provide you with documentation on the Nasdaq-Amex Pilot Program (the "**Program**"), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

(x) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

(iii) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and

(iv) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.

5. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

6. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules ("**Individual Professional Investor**"). You will inform the Overall Coordinators promptly in the event any information you have given the Overall Coordinators ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

(i) an individual having a portfolio of not less than $8 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules, when any one or more of the following are taken into account:

(A) a portfolio on the individual's own account;

(B) a portfolio on a joint account with the individual's associate;

(C) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate;

(D) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

For the purposes of paragraph (i)(C), an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is:

(A) the individual's share of the portfolio as specified in a written agreement among the account holders; or

(B) in the absence of an agreement referred to in paragraph (A), an equal share of the portfolio.

Section 8 of the Professional Investor Rules requires the portfolio of an individual to be ascertained by referring to the following:

(i) any one or more of the following documents issued or submitted within 12 months before the relevant date:

(A) a statement of account or a certificate issued by a custodian;

(B) a certificate issued by an auditor or a certified public accountant;

(C) a public filing submitted by or on behalf of the individual.

2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

(i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

(ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and

(iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.

3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.

4. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and

Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 6.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by **Yao Guang (光耀)**	)	
for and on behalf of	)	
Shouhui Group Limited	)	
手回集團有限公司	)	

in the presence of:

SIGNED by **Yao Guang (光耀)**
for and on behalf of
Little Green Light Ltd

)
)
)
)
)

in the presence of:

SIGNED by Yao Guang (光耀))
for and on behalf of)
Little Blue Light Ltd)
)
)

in the presence of:

SIGNED by
Yao Guang (光耀)

in the presence of:

SIGNED by CHEN WAN)
for and on behalf of)
CHINA INTERNATIONAL CAPITAL) 陈宛
CORPORATION HONG KONG)
SECURITIES LIMITED)

in the presence of: Yixuan Pei

SIGNED by CHEN WAN)
for and on behalf of)
CHINA INTERNATIONAL CAPITAL)
CORPORATION HONG KONG)
SECURITIES LIMITED)
as attorney for and on behalf of each of)
the other Hong Kong Underwriters)

in the presence of : Yixuan Pei

SIGNED by JASON WONG)
for and on behalf of)
HUATAI FINANCIAL HOLDINGS)
(HONG KONG) LIMITED)

in the presence of: Yueqing Gu

SIGNED by JING JIANG)
for and on behalf of)
HUATAI FINANCIAL HOLDINGS)
(HONG KONG) LIMITED)
as attorney for and on behalf of each of)
the other Hong Kong Underwriters)

in the presence of : Jun Li