

股东特殊权利条款终止协议之补充协议

本协议由以下各方于 2025 年 1 月 21 日在江苏省泰州医药高新技术产业开发区签署。

甲方：

甲方 1：江苏建泉高特佳医疗产业投资基金（有限合伙）

甲方 2：青岛盈科价值创业投资合伙企业（有限合伙）

甲方 3：HLC Healthmedical HK Limited

甲方 4：泰州市金泰弘毅创业投资基金（有限合伙）

甲方 5：株洲市国创新药投资合伙企业（有限合伙）

甲方 6：平潭文周杭实瑞慧投资合伙企业（有限合伙）

甲方 7：杭州三花弘道创业投资合伙企业（有限合伙）

甲方 8：泰州中国医药城一类新药研发投资基金合伙企业（有限合伙）

甲方 9：株洲市国海国创千金医药创业投资合伙企业（有限合伙）

甲方 10：深圳市松禾绩优三号创业投资合伙企业（有限合伙）

甲方 11：深圳市国海伍号创新医药投资合伙企业（有限合伙）

甲方 12：深圳共赢源水投资合伙企业（有限合伙）

甲方 13：扬州盈丹股权投资合伙企业（有限合伙）（曾用名：广东盈丹股权投资合伙企业（有限合伙））

甲方 14：安吉爱威笛企业管理合伙企业（有限合伙）

甲方 15：广西国海玉柴金投创业投资合伙企业（有限合伙）

甲方 16：共青城承树五期医疗产业投资合伙企业（有限合伙）

甲方 17：杭州赋实投资管理合伙企业（有限合伙）

- 甲方 18: 深圳市高特佳睿宝投资合伙企业 (有限合伙)
- 甲方 19: 泰州市转型升级产业投资基金 (有限合伙)
- 甲方 20: 江苏省现代服务业发展创业投资基金 (有限合伙)
- 甲方 21: 深圳东淇投资发展企业 (有限合伙)
- 甲方 22: 南京益慧创业投资合伙企业 (有限合伙) (曾用名: 苏州益慧创业投资合伙企业 (有限合伙))
- 甲方 23: 扬州利田新药投资合伙企业 (有限合伙) (曾用名: 株洲市利田新药企业管理合伙企业 (有限合伙))
- 甲方 24: 新昌钰俊尚行创业投资合伙企业 (有限合伙) (曾用名: 杭州钰俊尚行创业投资合伙企业 (有限合伙))
- 甲方 25: 西安国海景恒创业投资有限公司
- 甲方 26: 上善若水 (北京) 基金管理有限公司
- 甲方 27: 青岛盈科鼎新一号创业投资合伙企业 (有限合伙)
- 甲方 28: 平潭文周瑞玺投资合伙企业 (有限合伙)
- 甲方 29: 广西广投国宏健康产业基金合伙企业 (有限合伙)
- 甲方 30: 平潭浦信盈科睿远创业投资合伙企业 (有限合伙)
- 甲方 31: 株洲市文周君喆创业投资合伙企业 (有限合伙)
- 甲方 32: 扬州玄坛投资有限公司 (曾用名: 广东玄坛投资有限公司)
- 甲方 33: 青岛乾道盈悦投资管理中心 (有限合伙)
- 甲方 34: 南京益道股权投资合伙企业 (有限合伙)
- 甲方 35: 淄博盈科成长二号创业投资合伙企业 (有限合伙)
- 甲方 36: 深圳市志友蓬勃管理咨询合伙企业 (有限合伙)

乙方：安有才

丙方：

丙方 1：江苏泉宇科贸有限公司（曾用名：上海泉宇企业管理咨询有限公司、江苏泉宇企业管理咨询有限公司）

丙方 2：何一鸣

丁方：

丁方 1：泰州慧达企业管理咨询服务合伙企业（有限合伙）

丁方 2：泰州慧融企业管理咨询服务合伙企业（有限合伙）

丁方 3：泰州慧隆企业管理咨询服务合伙企业（有限合伙）

戊方：上海忆久诚投资有限公司

戊方：江苏中慧元通生物科技股份有限公司（简称“公司”，曾用名：江苏中慧元通生物科技有限公司）

住所：泰州市医药高新区杏林路 32 号

以上，甲方 1 至甲方 36 合称为“甲方”，丙方 1 至丙方 2 合称为“丙方”，丁方 1 至丁方 3 合称为“丁方”；甲方、乙方、丙方、丁方、戊方、戊方单称为“一方”，合称为“各方”；除乙方和戊方外的其他方为“公司股东”。

鉴于：

1. 在公司历次融资中，本协议的相关方签署了与投资相关的增资协议及其附属协议、增资及股权转让协议及其附属协议等协议（以下简称“投资协议”），该等投资协议约定了公司股东享有的特殊权利；

2. 2023 年 5 月 23 日，因公司拟申请首次公开发行股票并在证券交易所上市，为满足中国证券监督管理委员会、证券交易所等机构的上市审核要求，各方

签署了《股东特殊权利条款终止协议》；截至本协议签订日之前，根据《股东特殊权利条款终止协议》的安排，有效的股东特殊权利条款为：经《股东特殊权利条款终止协议》调整后的《B 轮投资协议之附属协议》中“第一条 回购条款”（不包括“第一条 回购条款”的第 1.5 条款）、“第二条 转让限制、随售权、领售权”、“第三条 反稀释”和“第四条 清算”（以下合称“附条件恢复条款”）；

3. 现公司拟发行 H 股并在香港联合交易所有限公司（以下简称“香港联交所”）主板上市（以下简称“本次发行上市”），为满足香港联交所、香港证券及期货事务监察委员会（以下简称“香港证监会”）等机构的上市审核要求，公司股东就股东特殊权利的相关事宜进一步补充约定。

根据《中华人民共和国公司法》《中华人民共和国民法典》等相关法律、法规等规定，本着平等互利的原则，各方通过友好协商达成如下协议，以便各方遵照执行。

第一条 各方一致同意，为符合本次发行上市的审核要求，附条件恢复条款自公司首次向香港联交所递交本次发行上市申请（即 A1 申请）前一日起不可撤销地自动彻底终止且视为自始无效；若出现：（1）公司主动撤回本次发行上市申请；（2）香港联交所、香港证监会或其他证券监管机构拒绝、否决或驳回本次发行上市申请；（3）公司未于提交本次发行上市申请之日起【18】个月内完成本次发行上市；则附条件恢复条款自前述任一情形出现之日起自动恢复其法律效力，并视为自始有效。

各方一致同意，在本次发行上市审核过程中，如按照法律法规要求或监管规则，上述附条件恢复条款和/或该条款的自动恢复效力约定对本次发行上市申请造成不利影响或导致审核障碍/困难的，为推进本次发行上市申请的顺利进行，届时各方应通过签署补充协议等方式按照适用法律、法规或香港联交所、香港证监会或其他证券监管机构的监管规则或要求进一步调整。

第二条 各方一致同意且不可撤销地承诺，除本协议第一条约定的附条件恢复条款外，自本协议生效之日起，各方均无权且不会依据此前已签署投资协议的

约定向公司、乙方、丙方、丁方和/或戊方主张任何权利或要求其承担任何责任；若已主张权利或索赔的，在本协议生效之日起即视为放弃继续主张权利。

自公司首次提交本次发行上市申请前一日起，除触发本协议第一条第一款关于附条件恢复条款恢复法律效力的情形外，各方均无权依据本协议第一条约定的附条件恢复条款向任何其他方主张任何权利或要求其承担任何责任。

第三条 各方一致确认，除本协议第一条约定的附条件恢复条款外，各方均不存在亦不会就本协议所述相关内容达成其他私下约定、承诺、类似安排或其他抽屉协议等相关安排或进行其他替代安排。

第四条 各方一致确认并同意，就本协议约定之事宜，各方已就本协议进行了充分沟通与协商，各方对本协议的签署及生效均不存在任何争议、纠纷或潜在纠纷。

第五条 其他

5.1. 未经本协议其他方事先书面同意，任一方均不得变更、修改本协议。

5.2. 本协议构成各方之间就本协议主题事项的一份完整协议，并取代各方之间先前达成的所有口头或书面协议、合同、意向书、承诺、通信等。如本协议与各方之前或同时签署的任何协议或文件不一致的，以本协议为准；本协议没有约定的，以投资协议、《股东特殊权利条款终止协议》约定为准。尽管有前述约定，就包括附条件恢复条款在内的本协议所述相关事宜的约定应以本协议约定为准。

5.3 为积极推进公司本次发行上市申报，公司股东均同意，其将尽合理努力配合公司本次发行上市中介机构，于公司本次发行上市申报前，就特殊权利条款的历史签署及履行情况出具书面函件。

5.4. 本协议一式肆拾陆份，各方各持壹份，其余留存公司存档。

5.5. 本协议自各方签署之日起生效。

(以下无正文)

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)



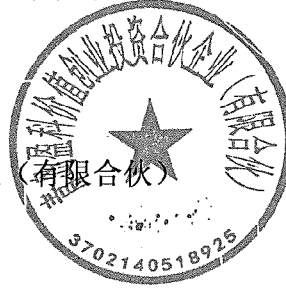
甲方1 (盖章): 江苏建泉高特佳医疗产业投资基金 (有限合伙)

执行事务合伙人或其委派代表 (签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方2 (盖章): 青岛盈科价值创业投资合伙企业




执行事务合伙人或其委派代表 (签



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 3 (盖章): HLC Healthmedical HK Limited

董事或授权代表 (签章):

For and on behalf of
HLC Healthmedical HK Limited

.....
Authorized Signature(s)



(本页无正文, 为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方4 (盖章): 泰州市金泰弘毅创业投资基金 (有限合伙)



执行事务合伙人或其委派代表 (签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)



甲方5 (盖章): 株洲市国创新药投资合伙企业 (有限合伙)

执行事务合伙人或其委派代表 (签章):

王瑞光

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方6 (盖章): 平潭文周杭实瑞慧投资合伙企业 (有限合伙)



执行事务合伙人或其委派代表 (签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方7 (盖章): 杭州三花弘道创业投资合伙企业(有限合伙)



执行事务合伙人或其委派代表 (签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)



甲方 8 (盖章): 泰州中国医药城一类新药研发投资基金合伙企业 (有限合伙)

执行事务合伙人或其委派代表 (签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方9 (盖章): 株洲市国海国创千金医药创业投资合伙企业(有限合伙)



执行事务合伙人或其委派代表



(本页无正文, 为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 10 (盖章): 深圳市松禾绩优三号创业投资合伙企业 (有限合伙)



执行事务合伙人或其委派代表 (签章):

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 11 (盖章): 深圳市国海伍号创新医药投资合伙企业(有限合伙)

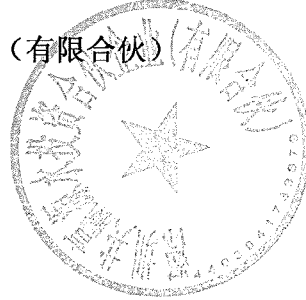


执行事务合伙人或其委派代表 (签章):

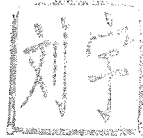


(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 12 (盖章): 深圳共赢源水投资合伙企业(有限合伙)

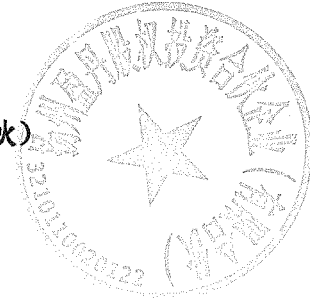


执行事务合伙人或其委派代表 (签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 13 (盖章): 扬州盈丹股权投资合伙企业 (有限合伙)



执行事务合伙人或其委派代表 (签章):

王莹

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 14 (盖章): 安吉爱威笛企业管理合伙企业 (有限合伙)



执行事务合伙人或其委派代表 (签章): 李旭

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 15 (盖章): 广西国海玉柴金投创业投资合伙企业(有限合伙)



执行事务合伙人或其委派代表 (签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

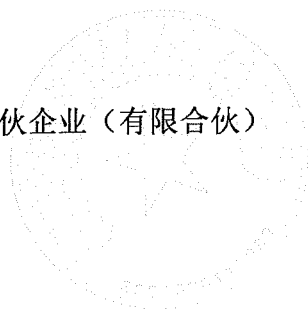
甲方 16 (盖章): 共青城承树五期医疗产业投资合伙企业(有限合伙)



执行事务合伙人或其委派代表 (签章):

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 17 (盖章): 杭州赋实投资管理合伙企业 (有限合伙)



执行事务合伙人 (盖章): 杭实轻联企业管理咨询 (杭州) 有限公司



执行事务合伙人授权代表 (签字):

A handwritten signature in black ink, appearing to be '孙慧' (Sun Hui).

【孙慧】

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 18 (盖章): 深圳市高特佳睿宝投资合伙企业 (有限合伙)



执行事务合伙人或其委派代表 (签章):

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 19 (盖章): 泰州市转型升级产业投资基金 (有限合伙)



执行事务合伙人或其委派代表 (签章):

樊利平

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 20 (盖章): 江苏省现代服务业发展创业投资基金 (有限合伙)



执行事务合伙人或其委派代表 (签章):

周春芳

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)



甲方 21 (盖章): 深圳东淇投资发展企业(有限合伙)

执行事务合伙人或其委派代表 (签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 22 (盖章): 南京益慧创业投资合伙企业(有限合伙)



执行事务合伙人或其委派代表 (签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 23 (盖章): 扬州利田新药投资合伙企业 (有限合伙)



执行事务合伙人或其委派代表 (签章):

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 24 (盖章): 新昌钰俊尚行创业投资合伙企业 (有限合伙)



执行事务合伙人或其委派代表 (签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 25 (盖章): 西安国海景恒创业投资有限公司



法定代表人或授权代表 (签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 26 (盖章): 上善若水(北京)基金管理有限公司



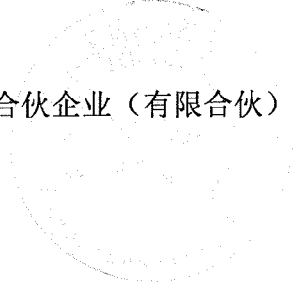
法定代表人或授权代表 (签章):

李旭旭

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)



甲方 27 (盖章): 青岛盈科鼎新一号创业投资合伙企业 (有限合伙)



执行事务合伙人或其委派代表(签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 28 (盖章): 平潭文周瑞玺投资合伙企业 (有限合伙)



执行事务合伙人或其委派代表 (签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 29 (盖章): 广西广投国宏健康产业基金合伙企业(有限合伙)



执行事务合伙人或其委派代表 (签章):

A handwritten signature in black ink, appearing to be the name of the general partner or its representative, written over the text "执行事务合伙人或其委派代表 (签章):".

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 30 (盖章): 平潭浦信盈科睿远创业投资合伙企业(有限合伙)



执行事务合伙人或其委派代表 (签章):

蔡文

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 31 (盖章): 株洲市文周君喆创业投资合伙企业 (有限合伙)

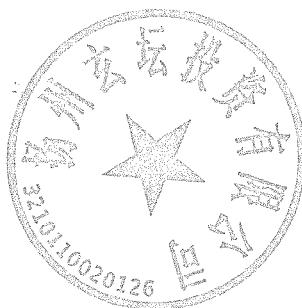


执行事务合伙人或其委派代表 (签章):

王瑞光

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 32 (盖章): 扬州玄坛投资有限公司



法定代表人或授权代表 (签字):

吴建

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 33 (盖章): 青岛乾道盈悦投资管理中心(有限合伙)



执行事务合伙人或其委派代表 (签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)



甲方 34 (盖章): 南京益道股权投资合伙企业 (有限合伙)

执行事务合伙人或其委派代表 (签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

甲方 35 (盖章): 淄博盈科成长二号创业投资合伙企业(有限合伙)



执行事务合伙人或其委派代表(签章):



(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)


甲方 36 (盖章): 深圳市志友蓬勃管理咨询合伙企业(有限合伙)



执行事务合伙人或其委派代表 (签章):

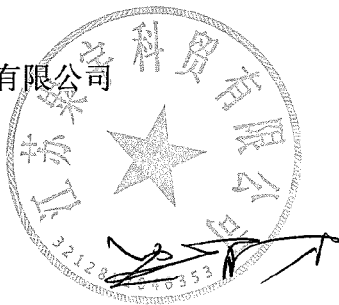
Handwritten signature

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

乙方(签字): 
安有才

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

丙方 1 (盖章): 江苏泉字科贸有限公司



法定代表人/授权代表 (签章):

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

丙方 2 (签字):



何一鸣

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

丁方1 (盖章): 泰州慧达企业管理咨询服务合伙企业(有限合伙)



执行事务合伙人或其委派代表 (签章):

A handwritten signature in black ink, consisting of stylized, cursive characters.

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

丁方2 (盖章): 泰州慧融企业管理咨询服务有限公司(有限合伙)




执行事务合伙人或其委派代表 (签章): 曹江

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

丁方3 (盖章): 泰州慧隆企业管理咨询服务合伙企业(有限合伙)

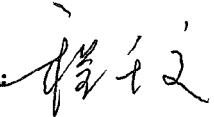


执行事务合伙人或其委派代表 (签章): 

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

戊方（盖章）：上海忆久诚投资有限公司

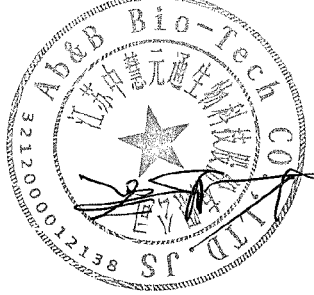


法定代表人/授权代表（签章）：

(本页无正文，为《股东特殊权利条款终止协议之补充协议》之签署页)

戊方（盖章）：江苏中慧元通生物科技股份有限公司

法定代表人或授权代表（签字）：



CORNERSTONE INVESTMENT AGREEMENT

July 30, 2025

AB&B BIO-TECH CO., LTD. JS
(江苏中慧元通生物科技股份有限公司)

AND

HUATAI CAPITAL INVESTMENT LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CMB INTERNATIONAL CAPITAL LIMITED

AND

CLSA LIMITED

TABLE OF CONTENTS

<u>Clause</u>	<u>Page</u>
1. DEFINITIONS AND INTERPRETATIONS.....	2
2. INVESTMENT	8
3. CLOSING CONDITIONS.....	8
4. CLOSING	10
5. RESTRICTIONS ON THE INVESTOR AND THE HUATAI TRS ULTIMATE CLIENT	11
6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES	13
7. TERMINATION.....	25
8. ANNOUNCEMENTS AND CONFIDENTIALITY	26
9. NOTICES.....	27
10. GENERAL.....	28
11. GOVERNING LAW AND JURISDICTION.....	31
12. IMMUNITY.....	31
13. COUNTERPARTS	32
SCHEDULE 1 INVESTOR SHARES.....	I
SCHEDULE 2 PARTICULARS OF INVESTOR AND THE HUATAI TRS ULTIMATE CLIENT	II

THIS AGREEMENT (this “**Agreement**”) is made on July 30, 2025

BETWEEN:

- (1) **AB&B BIO-TECH CO., LTD. JS** (江苏中慧元通生物科技股份有限公司), a limited liability company established under the laws of the PRC on October 28, 2015, and converted into a joint stock company established in the PRC with limited liability on March 10, 2022, whose registered office is at No. 32, Xinglin Road, Medical High-tech Zone, Taizhou, Jiangsu, PRC, (the “**Company**”);
- (2) **HUATAI CAPITAL INVESTMENT LIMITED**, an unregulated company incorporated in Hong Kong, whose registered office is at 4201, 42/F, the Center, 99 Queen’s Road Central, Central, Hong Kong (the “**Investor**”);
- (3) **CITIC SECURITIES (HONG KONG) LIMITED**, of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITICS HK**”, together with CMB International Capital Limited, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”; and CITICS HK, together with CLSA Limited, “**CITICS**”);
- (4) **CMB INTERNATIONAL CAPITAL LIMITED**, of 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong (“**CMBI**”); and
- (5) **CLSA LIMITED**, of 18/F, One Pacific Place, 88 Queensway, Hong Kong (together with CMBI, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for listing of its H Shares (as defined herein below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of initially 3,344,400 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of initially 30,098,200 H Shares (subject to reallocation and the Offer Size Adjustment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) or another available exemption from the registration requirements under the Securities Act (the “**International Offering**”).
- (B) CITICS HK and CMBI are acting as the Joint Sponsors, and CLSA Limited and CMBI are acting as the Overall Coordinators and CMIs (as defined below) of the Global Offering.
- (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.

- (D) The Investor and Huatai Securities Co., Ltd. will enter into a series of cross border OTC swap transactions (the “**OTC Swaps**”) with each other and Jiaying Xinyang Private Equity Asset Management Co., Ltd. (嘉興鑫揚私募基金管理有限公司), acting as investment manager for and on behalf of a private investment scheme (the “**Huatai TRS Ultimate Client**”), pursuant to which the Investor will hold the Investor Shares to be subscribed under this Agreement on a non-discretionary basis to hedge the OTC Swaps while the economic risks and returns of the underlying Investor Shares are passed to the Huatai TRS Ultimate Client, subject to customary fees and commissions. The OTC Swaps will be fully funded by the Huatai TRS Ultimate Client.
- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Relevant Shares to be subscribed by the Investor hereunder.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

“**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;

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

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

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

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

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount in respect of the Investor Shares subscribed by the Investor under this Agreement as required by paragraph 7(1) of the Main Board Fees Rules (as defined under the Listing Rules);

“**business day**” means any day (other than Saturday, 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;

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

“**Closing**” means closing of the subscription by the Investor, and the issue, allotment, placing, allocation and/or delivery (as the case may be) by the Company, of the Investor Shares in accordance with the terms and conditions of this Agreement;

“**CMI(s)**” means capital market intermediary(ies) as defined under the Code of Conduct for book-building and placing activities in equity capital market transactions;

“**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;

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

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

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

“**controlling 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;

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

“**CSRC Filing Report**” means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, to be submitted to the CSRC pursuant to Article 13 of the CSRC Filing Rules;

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

“**CSRC Filings**” means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

- (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 encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or agreeing or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or in any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (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
- (iv) agreeing or contracting to, or publicly announcing or disclosing 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;

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

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

“**Governmental Authority**” means any governmental, inter-governmental, regulatory or administrative commission, board, body, department, 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);

“**Group**” means the Company and its subsidiary, and their respective predecessors;

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

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

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

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

“**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;

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

“**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;

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

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

“**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;

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

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

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

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

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

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

“**Offer Size Adjustment Option**” has the meaning given to it in the Prospectus;

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

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

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

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

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

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

“**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;

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

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

“**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);

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

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

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

“**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;

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

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

“**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;

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (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;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (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;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, statutory provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include

what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

- (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 at the Closing, and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (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.

2.2 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.

3. CLOSING CONDITIONS

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 jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

- (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;
- (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);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals (including those in connection with the subscription by the Investor of the Investor Shares)) and

such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

- (d) 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 the commencement of dealings in the H Shares on the Stock Exchange;
- (e) 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
- (f) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate and true in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

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

3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waive(s) any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Joint Sponsors or their respective affiliates, subsidiaries,

officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

- 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, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than two (2) clear business days 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.
- 4.3 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.
- 4.4 Delivery of, and payment for, the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Offer Size Adjustment Option may be exercised, and the payment of the Investor Shares shall not be later than 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising

out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

- 4.6 In the event that the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date (prior to the exercise of the Offer Size Adjustment Option) can be beneficially owned by the three largest public shareholders, cannot be satisfied, the Overall Coordinators, the Joint Sponsors and the Company shall have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement under Rule 8.08(3) of the Listing Rules.
- 4.7 Each of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators and the Joint Sponsors shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, national, international or regional state of emergency, calamity, disaster, crisis, economic sanctions, explosion, tsunami, earthquake, volcanic eruption, severe transportation disruption, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, pandemic, outbreaks, escalations, mutations or aggravation of diseases or epidemics (including but not limited to SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, MERS and COVID-19 and such related/mutated forms), fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute or other industrial actions and changes in any existing or future Laws, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR AND THE HUATAI TRS ULTIMATE CLIENT

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

beneficial owner; (iii) except for the OTC Swaps, enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) or (iii) above, and in the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor will ensure that such disposal will comply with all applicable Laws.

- 5.2 The Company, the Joint Sponsors and the Overall Coordinators acknowledge that, after the expiry of the Lock-up Period specified in clause 5.1, the Investor shall, subject to requirements under applicable Laws, be free to dispose of any Relevant Shares, provided that the Investor shall use all reasonable endeavors to ensure that any such lending or disposal will not create a disorderly or false market in the H Shares and is otherwise in compliance with all applicable Laws.
- 5.3 The Investor agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that the Huatai TRS Ultimate Client will remain invested in the relevant OTC Swap during the Lock-up Period with substantially the same legal effect as clause 5.1 above.
- 5.4 The Investor hereby confirms to the Company, the Overall Coordinators and the Joint Sponsors that the tenor of the OTC Swaps is equal to or longer than the Lock-up Period.
- 5.5 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, (i) the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company, and (ii) the aggregate holding (direct and indirect) of the Huatai TRS Ultimate Client 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 at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor, the Huatai TRS Ultimate Client and their respective close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted, or (if applicable) waived by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators in writing if it comes to its attention of any of the abovementioned situations.
- 5.6 The Investor agrees that the Investor’s holding of the Company’s share capital is for and on behalf of the Huatai TRS Ultimate Client which holds the beneficial interest in such shares, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Huatai TRS Ultimate Client’s investment in the OTC Swaps in connection with the Investor’s subscription of the Investor Shares is on a proprietary investment basis of such Huatai TRS Ultimate Client. Unless otherwise permitted by the Stock Exchange and in accordance with the Listing Rules, the Investor shall not, and shall procure that none of the Huatai TRS Ultimate Client, the Investor’s and the Huatai TRS Ultimate Client’s respective controlling

shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.

- 5.7 Save for documentation relating to the OTC Swaps and the undertaking to be provided by the Huatai TRS Ultimate Client to the Investor in connection with the representations, warranties, lock-up undertakings, restrictions and the other obligations and undertakings of the Investor contemplated under this Agreement, the Investor, the Huatai TRS Ultimate Client and their respective affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 to the Listing Rules, Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholders (as defined in the Prospectus) of the Company, any other member of the Group or their respective affiliates, associates, subsidiaries, directors, supervisors (where applicable), officers, employees, partners, advisors, representatives or agents. The Investor further confirms and undertakes that none of the Investor, the Huatai TRS Ultimate Client or their respective affiliates, associates, subsidiaries, directors, officers, employees, partners, advisors, representatives or agents has or will accept or enter into such arrangements or agreements. The Investor and the Huatai TRS Ultimate Client will be responsible for any breach of this clause 5.7 by themselves respectively as well as any of their respective affiliates, directors, supervisors (where applicable), officers, employees, staff, associates, partners, advisors, agents or representatives.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Overall Coordinators and the Joint Sponsors that:
- (a) each of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates, subsidiaries, directors, supervisors (where applicable), 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. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed 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;
 - (b) this Agreement, the background information of the Investor and the Huatai TRS Ultimate Client and the relationship and arrangements between the Parties contemplated by this Agreement and the OTC Swaps will be required to be

disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor and the Huatai TRS Ultimate Client 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 as document on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

- (c) the information in relation to the Investor and the Huatai TRS Ultimate Client as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Overall Coordinators and the Joint Sponsors may submit information about its subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement and the OTC Swaps to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity of the Investor and the Huatai TRS Ultimate Client, the OTC Swaps and subscription amount) and confirms that it has the consent and agreement of the Huatai TRS Ultimate Client to provide such information in respect of the Huatai TRS Ultimate Client to the Company, the Joint Sponsors and the Overall Coordinators;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering pursuant to the relevant underwriting agreements and the Investor and the Huatai TRS Ultimate Client shall not have any right to raise any objection thereto;
- (f) 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;
- (g) 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, and their amendment from time to time;
- (h) to the best of the Investor's knowledge, each of the Investor and the Huatai TRS Ultimate Client is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;
- (i) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 to the Listing Rules, or Chapter 4.14 of the Listing Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

- (j) 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 H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange;
- (k) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (l) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective affiliates, associates, subsidiaries, agents, directors, supervisors, officers, employees, partners, advisors or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (m) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (n) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (o) it understands that none of the Company, the Overall Coordinators, the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (p) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO about the Company, its “affiliate” (as defined in Rule 501(b) of Regulation D under the Securities Act) or otherwise 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 and to the Huatai TRS Ultimate Client (collectively, the “**Authorized Recipients**”) on a strictly need-

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

- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor, the Huatai TRS Ultimate Client and/or their respective representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor, the Huatai TRS Ultimate Client and/or their respective 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 and/or the Huatai TRS Ultimate Client in determining whether to invest in the Investor Shares. For the avoidance of doubt:
- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor, the Huatai TRS Ultimate Client and/or their respective 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, the Huatai TRS Ultimate Client and/or their respective representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H 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, the Huatai TRS Ultimate Client and/or their respective representatives; and
 - (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 and/or the Huatai TRS Ultimate Client and/or their respective representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor and/or the Huatai TRS Ultimate Client

in determining whether to invest in the Investor Shares to the OTC Swaps and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (s) neither the Investor or the Huatai TRS Ultimate Client nor any of their respective affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the H Shares;
- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only, and the Huatai TRS Ultimate Client has confirmed to the Investor that it has relied and only relied, on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Joint Sponsors, the Overall Coordinators, or their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates or otherwise) which may have been furnished to the Investor and/or the Huatai TRS Ultimate Client by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and their affiliates has or will have any liability to the Investor or the Huatai TRS Ultimate Client or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, subsidiaries, 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;

- (v) none of the Overall Coordinators, the Joint Sponsors, the other underwriters in connection with the Global Offering and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, partners, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor and/or the Huatai TRS Ultimate Client as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;
- (w) each of the Investor and the Huatai TRS Ultimate Client 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;
- (x) each of the Investor and the Huatai TRS Ultimate Client 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 the Huatai TRS Ultimate Client, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors or their respective associates, affiliates, subsidiaries, directors, supervisors, officers, employees, partners, advisors, agents or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
- (y) each of the Investor and the Huatai TRS Ultimate Client understands that no public market now exists for the Investor Shares, and that none of the Company, the Overall Coordinators, the Joint Sponsors, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;

- (z) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (aa) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange; and
- (bb) any offer, sale, pledge or other transfer made other than in compliance with this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (cc) 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; and
- (dd) there are no other agreements in place between the Investor or the Huatai TRS Ultimate Client on the one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement, the OTC Swaps, the undertakings to be provided by the Huatai TRS Ultimate Client to the Investor in relation to the Global Offering, and the confidentiality agreement entered into by the Investor leading up to the Investor's subscription of the Investor Shares.

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties, if applicable) 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;

- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, revoked, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor or the Huatai TRS Ultimate Client of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or the Huatai TRS Ultimate Client respectively or (ii) the Laws of any jurisdiction to which the Investor or the Huatai TRS Ultimate Client is respectively subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor or the Huatai TRS Ultimate Client in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or the Huatai TRS Ultimate Client respectively or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor or the Huatai TRS Ultimate Client respectively;
- (i) it has complied and will comply, and the Huatai TRS Ultimate Client has confirmed to the Investor that it has complied and will comply, with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide, or cause to or procure to be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor, the Huatai TRS Ultimate Client and their respective ultimate beneficial owner(s), if any, of the

Investor Shares and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription of the Investor Shares (including, without limitation, their respective name(s) and place(s) 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) the transaction structure (including any swap arrangement (including the OTC Swaps) or other financial or investment product involving the Investor Shares, the identity information of the direct and indirect subscriber and its ultimate beneficial owner(s) and the provider of such swap arrangement or other financial or investment product), and/or (iv) any connected relationship between the Investor, the Huatai TRS Ultimate Client or their respective 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 and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates, associates, subsidiaries, agents, directors, supervisors, officers, employees, partners, 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;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) 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 Overall Coordinators or the Joint Sponsors, the CMI or the underwriters in connection with the Global Offering and transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and neither the Investor nor the Huatai TRS Ultimate Client is entitled to nominate any person to be a director, supervisor or officer of the Company;
- (m) it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) each of the Investor and its beneficial owner(s) and/or associates, and to the Investor’s best knowledge, the Huatai TRS Ultimate Client and their respective beneficial owner(s) and/or associates (i) are third parties independent of the Company or any of its affiliates; (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 and the Huatai TRS Ultimate Client's investment in the OTC Swaps will not constitute a connected transaction under Chapter 14A of the Listing Rules or result in the Investor, the Huatai TRS Ultimate Client and their respective 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 or the OTC Swaps and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement and the OTC Swaps; (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, supervisors, chief executives, controlling shareholder(s)/the Controlling Shareholders (as defined in the Prospectus) (as the case may be), 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 them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 5 in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) 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;

- (p) the investment in the OTC Swaps will be fully funded by the Huatai TRS Ultimate Client, and the Investor has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, the Huatai TRS Ultimate Client, their respective beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the capital markets intermediaries, 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;
- (r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, the Huatai TRS Ultimate Client, their respective beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or

existing shareholder of the Company or its associates or a nominee of any of the foregoing;

- (t) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing (including the description set out in Schedule 2), neither the Investor, the Huatai TRS Ultimate Client, nor their respective beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (u) neither the Investor nor the Huatai TRS Ultimate Client has 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 H Shares, except with its affiliates or with the prior written consent of the Company;
- (v) 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 and the guidelines issued by the SFC (as updated or amended from time to time) and the Investor will refrain from acting in any manner that would cause the Company, the Joint Sponsors and/or the Overall Coordinators to be in breach of such provisions;
- (w) none of the Investor, the Huatai TRS Ultimate Client, their respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Overall Coordinators or the Joint Sponsors, or by any one of the underwriters of the Global Offering; the Investor, the Huatai TRS Ultimate Client 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;
- (x) except as provided for in this Agreement and the OTC Swaps, 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;
- (y) save as OTC Swaps or 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;

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates and any information provided or to be provided by it under or in connection with this Agreement 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, the name of the Huatai TRS Ultimate Client and all or part of the

description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors, or otherwise submitted to any relevant Regulators, in each case, in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, the Huatai TRS Ultimate Client, their respective ownership (including ultimate beneficial ownership), the OTC Swaps and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it, the Huatai TRS Ultimate Client 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, the Huatai TRS Ultimate Client and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive.

- 6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Joint Sponsors, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates, associates, directors, supervisors, officers, employees, partners, representatives and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, advisors, 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 and transactions contemplated hereunder, 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, the Huatai TRS Ultimate Client or their respective officers, directors, supervisors (where applicable), employees, staff, affiliates, advisors, 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 (collectively, the “Losses”). Notwithstanding the foregoing, the Investor shall not be obligated to indemnify the Indemnified Parties for the Losses finally judicially determined by a court and/or arbitration panel of competent jurisdiction to have been caused solely and directly by the gross negligence, willful misconduct or fraud of the relevant Indemnified Party. The provisions of this clause 6.5 shall survive the termination of this Agreement in all circumstances.

- 6.6 Each of the acknowledgements, confirmations, agreements, 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, the Closing.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
 - (c) subject to full payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company and its Controlling Shareholders (as defined in the Prospectus), any member of the Group and their respective affiliates, directors, supervisors, 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 Investors, the Huatai TRS Ultimate Client or their respective affiliates, directors, officers, employees or agents; and
 - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
- 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 H Shares in the International Offering.

7. TERMINATION

- 7.1 This Agreement may be terminated:
- (a) in accordance with clauses 3.2, 4.5 or 4.7;

- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors in each of their respective sole direction, in the event that there is a breach of this Agreement on the part of the Investor (including a material breach of the representations, warranties, undertakings and confirmations by the Investor and/or the Huatai TRS Ultimate Client under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
 - (c) with the written consent of all the Parties.
- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.
- 7.3 Notwithstanding the above, clauses 6.5, 8.1, 10, 11, 12 and 13 of this Agreement and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement in all circumstances.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

- 8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and the Huatai TRS Ultimate Client and its relationship between the Company and the Investor and the Huatai TRS Ultimate Client may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or documents on display to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
 - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), 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, supervisors (where applicable), 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, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and

- (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.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by any Party, except where the disclosing Party shall have consulted the other Parties in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 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 Huatai TRS Ultimate Client and the general background information on the Investor and the Huatai TRS Ultimate Client prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it and the Huatai TRS Ultimate Client in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 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 and the Huatai TRS Ultimate Client, their respective background information, their relationship with the Company, their ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor and the Huatai TRS Ultimate Client 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 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.

9. NOTICES

- 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:

<u>Party</u>	<u>Contact</u>	<u>Address</u>
Company	Facsimile: N/A Email: sd@abbbio.com.cn Attention: Xia Tingting	No. 32, Xinglin Road Medical High-tech Zone Taizhou, Jiangsu PRC

<u>Party</u>	<u>Contact</u>	<u>Address</u>
Investor	HTEQDPECW@htsc.com	Room 5808-5812, 58/F, the Center, 99 Queen's Road Central, Central, Hong Kong
CITICS HK	Facsimile: N/A Email: projectpecw@clsa.com; project_pecw@citics.com Attention: Project PECW Deal Team	18/F, One Pacific Place 88 Queensway Hong Kong
CMBI	Facsimile: +852 3900 0865 Email: ecms@cmbi.com.hk Attention: CMBI Equity Capital Markets	45/F, Champion Tower, 3 Garden Road Central Hong Kong
CLSA Limited	Facsimile: N/A Email: projectpecw@clsa.com; project_pecw@citics.com Attention: Project PECW Deal Team	18/F, One Pacific Place 88 Queensway Hong Kong

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

10. GENERAL

- 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.

- 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.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of this Agreement and for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 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.
- 10.6 This Agreement will be executed in English language only.
- 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.
- 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 among the Parties.
- 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.
- 10.10 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.
- 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:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

- (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).
- 10.12 Each of the Overall Coordinators and Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. The Overall Coordinators or Joint Sponsors shall remain liable for all acts and omissions of any of their affiliates to which they delegate relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 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.
- 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:
 - (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 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.
- 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, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 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.
- 10.18 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated 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 right of any of the other Joint Sponsors or Overall Coordinators 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 the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable Laws.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration clause shall be the laws of Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The arbitration proceedings shall be confidential. 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.

12. IMMUNITY

- 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.

13. COUNTERPARTS

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.


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

FOR AND ON BEHALF OF:

Ab&B Bio-Tech CO., LTD. JS

江苏中慧元通生物科技股份有限公司

By:



Name: AN Youcai (安有才)

Title: Executive Director, chairman of the Board and general manager

FOR AND ON BEHALF OF:

**HUATAI CAPITAL INVESTMENT
LIMITED**

By:

闵瑞南

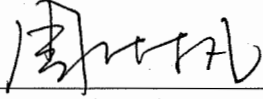
Name: *MIN Yunan*

Title: *Head of Equity Derivatives*

FOR AND ON BEHALF OF:

CITIC SECURITIES (HONG KONG) LIMITED

By:

A handwritten signature in black ink, appearing to be '周淑芬' (Zhou Shufan), written over a horizontal line.

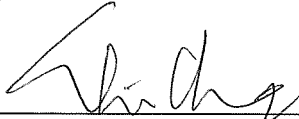
Name: Shufan Zhou (Sandy)

Title: Director

FOR AND ON BEHALF OF:

CMB INTERNATIONAL CAPITAL LIMITED

By:

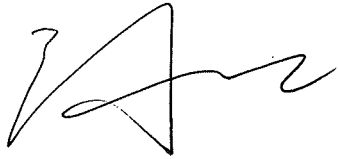


Name: CHEUNG Yee Man, Elaine
Title: Managing Director

FOR AND ON BEHALF OF:

CMB INTERNATIONAL CAPITAL LIMITED

By:

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

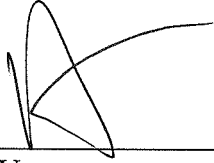
Name: Jinghao KANG

Title: Managing Director

FOR AND ON BEHALF OF:

CMB INTERNATIONAL CAPITAL LIMITED

By:

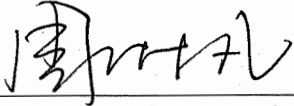
A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Name: Tat Wai LAU
Title: Vice President

FOR AND ON BEHALF OF:

CLSA LIMITED

By:

A handwritten signature in black ink, appearing to be '周舒凡' (Zhou Shufan), written over a horizontal line.

Name: Shufan Zhou (Sandy)

Title: Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 13,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 200 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” 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 the relevant requirements under the Listing Rules including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange. Further, the Overall Coordinators, the Joint Sponsors and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR AND THE HUATAI TRS ULTIMATE CLIENT

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	2183515
Business registration number:	RA000388
LEI number:	21380072FPLBTFOSYG49
Business address and telephone number and contact person:	ROOM 4201, 42/F, THE CENTER, 99 QUEENS ROAD CENTRAL, HONG KONG
Principal activities:	OTC Derivatives Trading
Ultimate controlling shareholder(s):	Huatai Securities Co., Ltd. (6886.HK)
Place of incorporation of ultimate controlling shareholder(s):	PRC
Business registration number and LEI number of ultimate controlling shareholder(s):	N/A
Principal activities of ultimate controlling shareholder(s):	A security house providing financial services
Shareholder and interests held:	Directly held by Huatai International Financial Holdings Company Limited 100%
Description of the Investor for insertion in the Prospectus:	Huatai Capital Investment Limited (“HTCI”) will act as the single counterparty of a back-to-back total return swap transaction (the “Huatai Back-to-back TRS”) to be entered into by HTCI and Huatai Securities Co., Ltd. (“Huatai Securities”) in connection with a total return swap order (the “Huatai Client TRS”) placed by and fully funded by ultimate client (the “Ultimate Client (Xinyang)”), by which HTCI will pass the full economic return and loss of the Offer Shares placed to HTCI to the Ultimate Client (Xinyang). The purpose of HTCI to subscribe for the Offer Shares is for hedging the Huatai Back-to-back TRS in connection with the Huatai Client TRS order placed by the Ultimate

Client (Xinyang). HTCI will hold the beneficial interest in the Offer Shares for and on behalf of the Ultimate Client (Xinyang) on a non-discretionary basis, and will pass on the full economic return and loss of the Offer Shares ultimately to the Ultimate Client (Xinyang) through the Huatai Back-to-back TRS and the Huatai Client TRS, subject to customary fees and commissions. HTCI will not take part in any economic return or bear any economic loss in relation to the Offer Shares. The Ultimate Client (Xinyang) may, after expiration of the lock-up period beginning from the date of the cornerstone agreement entered into among HTCI, the Company, the Joint Sponsors and the Overall Coordinators, and ending on the date which is six months from the Listing Date, request to early terminate the Huatai Client TRS at its own discretion. Upon the final maturity or early termination of the Huatai Client TRS by the Ultimate Client (Xinyang), HTCI will accordingly terminate the Huatai Back-to-back TRS and dispose of the Offer Shares on the secondary market and the Ultimate Client (Xinyang) will receive a final settlement amount of the Huatai Client TRS in cash in accordance with the terms and conditions of the Huatai Back-to-back TRS and the Huatai Client TRS. HTCI will not exercise the voting right of the Offer Shares during the tenor of the Huatai Back-to-back TRS. To the best of HTCI's knowledge after having made all reasonable inquiries, the Ultimate Client (Xinyang) is an Independent Third Party of (i) the Company and its connected persons, and (ii) HTCI and the companies which are members of the same group of HTCI.

HTCI is an indirectly wholly-owned subsidiary of Huatai Securities, the shares of which are listed on the Shanghai Stock Exchange (stock code: 601688) and the Stock Exchange (stock code: 6886), and the global depositary receipts of which are listed on the London Stock Exchange (LON: HTSC).

The Ultimate Client (Xinyang) is Xinyang Tianyi Private Securities Investment Fund

(鑫揚天一私募證券投資基金), a private investment scheme managed by Jiaxing Xinyang Private Equity Asset Management Co., Ltd. (嘉興鑫揚私募基金管理有限公司) (“Jiaxing Xinyang”) on a discretionary basis. Jiaxing Xinyang is a company established in the PRC, which is engaged in private equity investment fund management services with assets under management of RMB98.0 million. Jiaxing Xinyang holds the Qualification of Private Investment Fund Manager (私募投資基金管理人資格) accredited by the Asset Management Association of China (中國證券投資基金業協會). Jiaxing Xinyang is ultimately controlled by Chen Xian (陳先), an Independent Third Party. As confirmed by Jiaxing Xinyang, there is no single ultimate beneficial owner holding 30% or more interests in the Ultimate Client (Xinyang).

HTCI has invested in, without limitation, Zhejiang Sanhua Intelligent Controls Co., Ltd. (stock code: 2050), Anjoy Foods Group Co., Ltd. (stock code: 2648) and Nanjing Leads Biolabs Co., Ltd. (stock code: 9887). Jiaxing Xinyang has experience participating as a financial investor in restructurings of listed companies through equity investments, including Shandong Oriental Ocean Sci-Tech Co., Ltd. (山東東方海洋科技股份有限公司), a company listed on the Shenzhen Stock Exchange (stock code: 002086).

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

Dated July 30, 2025

AB&B BIO-TECH CO., LTD. JS
(江蘇中慧元通生物科技股份有限公司)

THE WARRANTING SHAREHOLDERS
(named in SCHEDULE 1)

CITIC SECURITIES (HONG KONG) LIMITED

CLSA LIMITED

CMB INTERNATIONAL CAPITAL LIMITED

and

THE HONG KONG UNDERWRITERS
(named in SCHEDULE 2)

HONG KONG UNDERWRITING AGREEMENT
relating to the Hong Kong Public Offering of
3,344,400 H Shares of par value of RMB1.00 each in
AB&B BIO-TECH CO., LTD. JS
(江蘇中慧元通生物科技股份有限公司)

THIS AGREEMENT is made on July 30, 2025

BETWEEN:

- (1) **AB&B BIO-TECH CO., LTD. JS** (江蘇中慧元通生物科技股份有限公司), a joint stock company incorporated in the PRC with limited liability, whose registered office is at No. 32, Xinglin Road, Medical High-tech Zone, Taizhou, Jiangsu, PRC (the "**Company**");
- (2) **THE PERSONS** whose names and addresses are set out in SCHEDULE 1 (together, the "**Warranting Shareholders**" and each, a "**Warranting Shareholder**");
- (3) **CITIC SECURITIES (HONG KONG) LIMITED**, whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CITICS**");
- (4) **CLSA LIMITED**, whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CLSA**");
- (5) **CMB INTERNATIONAL CAPITAL LIMITED**, whose registered office is at 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong ("**CMBI**");
- (6) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in SCHEDULE 2 (the "**Hong Kong Underwriters**").

RECITALS:

- (A) The Company is a joint stock company established in the PRC with limited liability on March 10, 2022, whose predecessor was Ab&B Bio-Tech Co., Ltd. (江蘇中慧元通生物科技股份有限公司) which was a limited liability company established in the PRC on October 28, 2015. The Company is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance. As at the date of this Agreement, the Company has a registered capital of RMB360,000,000 divided into 360,000,000 unlisted shares, with a nominal value of RMB1.00 each.
- (B) The Company is proposing to list its H Shares (as defined below) on the Stock Exchange by way of a Global Offering comprising:
 - (a) Hong Kong Public Offering (as defined herein), comprising an offer for subscription of the Hong Kong Offer Shares, in respect of which this Agreement is being entered into; and
 - (b) International Offering (as defined herein), comprising an offer for subscription of International Offer Shares to be issued by the Company and an offer for sale of any additional H Shares which may be issued pursuant to the exercise of the Offer Size Adjustment Option (if any).
- (C) As of the date hereof, the equity interest in the Company was controlled by the Controlling Shareholders (as defined in the Prospectus) as to approximately 45.55%. Immediately following completion of the Global Offering (assuming that the Offer Size Adjustment Option is not exercised), the Controlling Shareholders will control approximately 41.68% of the issued share capital of the Company. The Controlling

Shareholders will therefore remain as the controlling shareholders of the Company immediately upon completion of the Global Offering.

- (D) CITICS and CMBI have been appointed as the Joint Sponsors to the Company's Listing Application (as defined herein).
- (E) CLSA and CMBI have been appointed as the Sponsor-Overall Coordinators, the Overall Coordinators and the Joint Global Coordinators in connection with the Global Offering.
- (F) The Joint Sponsors have made the Listing Application on behalf of the Company.
- (G) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (H) Each of the Company and the Warranting Shareholders have agreed to give the representations, warranties, undertakings and indemnities set out herein in favour of 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.
- (I) The Company has appointed Tricor Investor Services Limited to act as its Hong Kong share registrar for the H Shares.
- (J) The Company has appointed Bank of China (Hong Kong) Limited as the Receiving Bank for the Hong Kong Public Offering and Bank of China (Hong Kong) Nominees Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.
- (K) The Company, the Warranting Shareholders, the Joint Sponsors, the Overall Coordinators 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 Offer Size Adjustment Option, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), to require the Company to allot and issue up to an additional 5,016,200 H Shares, representing approximately 15% of the H Shares initially available under the Global Offering, to, among other things, cover any excess demand (if any) in the International Offering, subject to and on the terms of the International Underwriting Agreement.
- (M) At a meeting of the Board held on July 24, 2025, resolutions were passed pursuant to which, *inter alia*, the Board has approved, and Mr. AN Youcai (安有才) or any person authorised by him was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.
- (N) In connection with the Global Offering, the Company has submitted a filing to the CSRC on January 24, 2025. The CSRC confirmed completion of such filing on June 25, 2025.

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 August 5, 2025, being the date on which the Application Lists close in accordance with Clause 4.2;

"**Accepted Hong Kong Public Offering Applications**" means the Hong Kong Public Offering Applications which are from time to time accepted in whole or in part pursuant to Clause 4.3;

"**Accounts**" means the audited consolidated financial statements of the Group as of and for the three years ended December 31, 2023 and 2024 and the three months ended March 31, 2025, and all related notes as set out in Appendix I to the Prospectus;

"**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 in, the H Shares on the Main Board;

"**Affiliates**" means, in respect of a particular company, any company or other entity which is its holding company or subsidiary or branch, or any subsidiary or branch of its holding company, or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such company. For the purposes of the foregoing, "**control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and the terms "**controlling**", "**controlled by**" and "**under common control with**" shall be construed accordingly;

"**AFRC**" means the Accounting and Financial Reporting Council;

"**AFRC Levy**" means the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the AFRC;

"**Application Proof**" means the application proof of the prospectus of the Company posted on the Stock Exchange's website at <http://www.hkexnews.hk> on January 23, 2025 and July 24, 2025;

"**Application Lists**" means the application lists in respect of the Hong Kong Public Offering referred to in Clause 4.2;

"**Approvals**" means all approvals, sanctions, consents, permissions, certificates, authorisations, licenses, permits, permissions, clearances, orders, concessions, qualifications, registrations, declarations, notice of acceptance and franchises from any person, and filings and registrations with any person, of any relevant jurisdictions, including, without limitation, Hong Kong and the PRC;

"Articles of Association" means the articles of association of the Company as amended, supplemented or otherwise modified from time to time;

"associate" or **"close associate"** has the respective meaning given to it in the Listing Rules;

"Board" means the board of directors of the Company;

"Brokerage" means the brokerage at the rate of 1.0% of the Offer Price in respect of the Offer Shares payable by investors in the Global Offering;

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Hong Kong;

"Capital Market Intermediaries" or **"CMI"** means CLSA, CMBI, Livermore Holdings Limited, Funde Securities Limited, Aristo Securities Limited, BOCI Asia Limited and ICBC International Securities Limited;

"CCASS" means the Central Clearing and Settlement System established and operated by HKSCC;

"Code of Conduct" means the Code of Conduct For Persons Licensed by or Registered with the SFC, 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 HK & US Counsel" means Linklaters, being the Company's legal advisers on Hong Kong and US law, located at 11/F, Alexandra House, Chater Road, Central, Hong Kong;

"Company's PRC Counsel" means Grandway Law Offices, being the Company's legal advisers on PRC law, located at 7-8/F News Plaza, No. 26, Jianguomennei Avenue, Dongcheng District, Beijing, PRC;

"Conditions" means the conditions precedent set out in Clause 2.1;

"Conditions Precedent Documents" means the documents listed in Parts A and B of SCHEDULE 4;

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

"Controlling Shareholders" has the meaning ascribed to it in the Prospectus;

"Cornerstone Investment Agreement" means the several cornerstone investment agreements entered into between, *inter alia*, the Company, the Joint Sponsors, the Overall Coordinators and the cornerstone investor as described in the Prospectus;

"CSRC" means the China Securities Regulatory Commission of the PRC;

"CSRC Archive Rules" means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

"CSRC Filing Rules" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

"CSRC Filing Report" means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, to be submitted to the CSRC pursuant to Article 13 of the CSRC Filing Rules;

"CSRC Filings" means any and all 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 laws, regulations 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, Supervisors and Senior Management" in the Prospectus;

"Disclosure Package" shall have the meaning ascribed to it in the International Underwriting Agreement;

"Disputes" has the meaning ascribed to it in Clause 18.2;

"Encumbrance" means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, claim, defect, right, interest or preference granted to any third party, or any other encumbrance or security interest of any kind;

"Expert" means the Joint Sponsors, the Company's PRC Counsel, the IP Counsel, the Reporting Accountant and the Industry Consultant;

"Extreme Conditions" means any extreme conditions caused by a super typhoon as announced by the government of Hong Kong or any extreme conditions or events, the occurrence of which will cause interruption to the ordinary course of business operations in Hong Kong or that may affect the Listing Date;

"**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 July 29, 2025 and entered into between the Company and HKSCC; "**Final Offering Circular**" shall have the meaning ascribed to it in the International Underwriting Agreement;

"**Formal Notice**" means the press announcement substantially in the agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules, as amended, supplemented or otherwise modified from time to time;

"**Global Offering**" means the Hong Kong Public Offering and the International Offering;

"**Governmental Authority**" means any administrative, governmental or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organisation or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic or foreign;

"**Group**" means the Company and its Subsidiary;

"**Group Company**" means a member of the Group;

"**H Shares**" means ordinary shares of nominal value of RMB1.0 each in the share capital of the Company, which are to be traded in Hong Kong dollars and to be listed on the Stock Exchange;

"**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 Tricor Investor Services Limited of 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong;

"**HKSCC**" means Hong Kong Securities Clearing Company Limited;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**Hong Kong Offer Shares**" means the 3,344,400 new H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 4.9, 4.10 and 4.13;

"Hong Kong Public Offering" means the offer of the Hong Kong Offer Shares at the Offer Price for subscription by the public in Hong Kong on and subject to the terms and conditions of the Hong Kong Public Offering Documents;

"Hong Kong Public Offering Applications" means applications to subscribe for Hong Kong Offer Shares made online through HK eIPO White Form Service or through HKSCC EIPO channel to electronically cause HKSCC Nominee Limited to apply on an applicant's behalf and otherwise made in compliance with the terms of the Hong Kong Public Offering Document, 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 Share Registrar" means Tricor Investor Services Limited;

"Hong Kong Underwriters" has the meaning ascribed to it in the parties clause;

"Hong Kong Underwriting Commitment" means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure subscribers to, or failing which itself as principal to, subscribe, pursuant to the terms of this Agreement, as shown opposite its name in SCHEDULE 2, subject to adjustment and reallocation as provided in Clauses 4.10 and 4.13;

"Indemnified Parties" means the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters and each of their respective subsidiaries, head offices and branches, associates and Affiliates and delegates under Clause 3.5, as well as their respective representatives, partners, directors, officers, employees, and agents, and the successors and assigns of all of the foregoing persons;

"Indemnifying Parties" has the meaning ascribed to it under Clause 9.2;

"Industry Consultants" means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co. located at Room 2504, Wheelock Square, No. 1717, West Nanjing Road, Jingan District, Shanghai, PRC;

"Intellectual Property" means letters patent, patent applications, trademarks (both registered and unregistered), service marks (both registered and unregistered), registered designs, trade or service names, domain names, software, utility models, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, inventions, confidential information, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), business names and any similar rights situated in any part of the world, and the benefit (subject to the burden) of any and all licenses in connection with any of the foregoing;

"International Offer Shares" means the 30,098,200 H 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 H Shares to be issued pursuant to the exercise of the Offer Size Adjustment Option (if any);

"International Offering" means the conditional placing by the International Underwriters, for and on behalf of the Company, of the International Offer Shares at the Offer Price outside the United States (including to professional and institutional investors within Hong Kong) in offshore transactions in reliance on Regulation S under the Securities Act, or within the United States to qualified institutional buyers in reliance on Rule 144A 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 places, 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 Offer Size Adjustment Option (if any);

"International Underwriters" means the persons named in the International Underwriting Agreement as such to underwrite the International Offering;

"International Underwriting Agreement" means the International Underwriting Agreement relating to the International Offering to be entered into among the Company, the Warranting Shareholders, the Joint Sponsors, the Overall Coordinators and the International Underwriters on or around August 6, 2025;

"Internal Control Consultant" means the internal control consultant appointed by the Company to conduct internal control review in anticipation of the Global Offering;

"Investor Presentation Materials" means all information, materials and documents issued, given or presented in any of the investor presentations and/or roadshow presentations conducted by or on behalf of the Company in connection with the Global Offering;

"IP Counsel" means Jia Yuan Law Offices, being the Company's legal advisers on PRC intellectual property laws, of 32F Building S1, Bund Finance Center, No. 600, Zhongshan No. 2 Road (E), Huangpu District, Shanghai, PRC;

"Joint Bookrunners" means CLSA, CMBI, Livermore Holdings Limited, Funde Securities Limited, Aristo Securities Limited, BOCI Asia Limited and ICBC International Securities Limited, being the joint bookrunners to the Global Offering;

"Joint Global Coordinators" means CLSA and CMBI, being the joint global coordinators to the Global Offering;

"Joint Lead Managers" means CLSA, CMBI, Livermore Holdings Limited, Funde Securities Limited, Aristo Securities Limited, BOCI Asia Limited and ICBC International Securities Limited, being the joint lead managers to the Global Offering;

"Joint Sponsors" means CITICS and CMBI, being the joint sponsors to the Listing Application;

"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, provincial, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions (including, without limitation, Hong Kong and the PRC);

"Legal Advisers" means Company's HK & US Counsel, Company's PRC Counsel, Underwriters' HK & US Counsel and Underwriters' PRC Counsel;

"Listing Application" means the application to the Listing Division of the Stock Exchange for the listing on the Main Board of, and permission to deal in, the H Shares on the Main Board;

"Listing Committee" means the listing committee of the Stock Exchange;

"Listing Date" means the first day on which the H Shares commence trading on the Main Board, which is expected to be on August 8, 2025;

"Listing Rules" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time) and the listing decisions, guidelines and other requirements of the Stock Exchange;

"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 change or a material adverse effect or any development involving a prospective material adverse change or a prospective material adverse effect, whether directly or indirectly, on or affecting the assets, liabilities, general affairs, business, management, performance, shareholders' equity, position or condition (financial or otherwise), results of operations, or prospects of the Group, taken as a whole;

"Nominee" means Bank of China (Hong Kong) Nominees Limited, in whose name the application moneys are to be held by Receiving Bank under the Receiving Bank Agreement;

"OC Announcement(s)" means the announcements dated January 23, 2025 and July 24, 2025 setting out the name(s) of the overall coordinators appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s) (if applicable);

"Offer Price" means the final price per Offer Share (exclusive of Brokerage, Trading Fee, AFRC Levy and Transaction Levy) at which the Offer Shares are to be subscribed and/or purchased pursuant to the Global Offering, which price is expected to be not more than HK\$15.50 and not less than HK\$12.90 per Offer Share, to be determined in accordance with Clause 6.1 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;

"Offer Size Adjustment Option" means the option to be granted by the Company to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) under the International Underwriting Agreement, pursuant to which the Company may be required to allot and issue up to an aggregate of 5,016,200 additional H Shares, representing in aggregate approximately 15% of the initial number of Offer Shares, at the Offer Price to, among other things, cover any excess demand (if any) in the International Offering, on and subject to the terms of the International Underwriting Agreement;

"Offer Size Adjustment Option Shares" means up to 5,016,200 additional H Shares which the Company may be required to issue upon the exercise of the Offer Size Adjustment Option (if any);

"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 Final Offering Circular, and any other announcement, documents, materials, communications or information made, issued, given, released 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 Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Underwriters;

"Operative Documents" means the Price Determination Agreement, the Receiving Bank Agreement, the Registrar Agreement, the Cornerstone Investment Agreement, and the FINI Agreement, including all amendments and supplements to any of them;

"Overall Coordinators" means CLSA and CMBI;

"Over-Subscription" has the meaning ascribed to it in Clause 4.9;

"PHIP" means the post hearing information pack of the Company posted on the Stock Exchange's website at <http://www.hkexnews.hk> on July 27, 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;

"PRC Company Law" means the Company Law of the PRC;

"Preliminary Offering Circular" means the preliminary offering circular dated July 31, 2025 issued by the Company and stated therein to be subject to amendment and

completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

"Price Determination Agreement" means the agreement in the agreed form to be entered into between the Company and the Overall Coordinators (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 for the purposes of, among others, the Hong Kong Public Offering in accordance with Clause 6.1;

"Proceedings" has the meaning ascribed to it in Clause 9.2;

"Prospectus" means the prospectus in the agreed form to be issued by the Company in connection with the Hong Kong Public Offering, and all amendments or supplements thereto;

"Prospectus Date" means the date of issue of the Prospectus, which is expected to be on or about July 31, 2025;

"Receiving Bank" means Bank of China (Hong Kong) 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 July 29, 2025 entered into between the Company, the Receiving Bank, the Joint Sponsors, the Overall Coordinators, the Nominee and the Hong Kong Share Registrar for the appointment of the Receiving Bank and the Nominee in connection with the Hong Kong Public Offering;

"Registrar Agreement" means the agreement dated July 25, 2025 entered into between the Company and the Hong Kong Share Registrar in relation to the appointment of the Hong Kong Share Registrar;

"Relevant Hong Kong Public Offering Application" means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter which is applied pursuant to Clause 4.5 to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;

"Renminbi" and **"RMB"** mean Renminbi, the lawful currency of the PRC;

"Reporting Accountant" means Deloitte Touche Tohmatsu, Certified Public Accountants and Registered Public Interest Entity Auditor;

"Securities Act" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

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

"SFC" means the Securities and Futures Commission of Hong Kong;

"Shares" means ordinary shares of nominal value of RMB1.0 each in the share capital of the Company, comprising, Unlisted Shares and H Shares;

"Sponsor-Overall Coordinators" or "Sponsor-OCs" means CLSA and CMBI;

"Sponsor-OC Engagement Letters" means the engagement letter entered into between the Company and CLSA dated November 11, 2024 and the engagement letter entered into between the Company and CMBI dated November 11, 2024;

"Stabilising Manager" has the meaning ascribed to it in Clause 6.3;

"Stock Exchange" means The Stock Exchange of Hong Kong Limited;

"Subsidiary" means the company named in the Hong Kong Prospectus as subsidiary of the Company, being Yither Biotechnology (Shanghai) Co., Ltd. (易慧生物技術(上海)有限公司);

"Supervisors" means the supervisors of the Company whose names are set out in the section headed "Directors, Supervisors and Senior Management" in the Prospectus;

"Taxation" or "Taxes" means all present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Governmental Authority, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, including all interest, additions to tax, penalties or similar liabilities with respect thereto and all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC, the United States or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, estate duty, death duty, capital duty, stamp duty, payroll taxation, business tax, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal authorities whether of Hong Kong, the PRC, the United States 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;

"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;

"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;

"Under-Subscription" has the meaning ascribed to it in Clause 4.4;

"Underwriters" means the Hong Kong Underwriters and the International Underwriters;

"**Underwriters' HK & US Counsel**" means Clifford Chance, being the Underwriters' legal advisers on Hong Kong and US law, of 27/F Jardine House, One Connaught Place, Central, Hong Kong;

"**Underwriters' PRC Counsel**" means Commerce & Finance Law Offices, being the Underwriters' legal advisers on PRC law, of 12-15th Floor, China World Office 2, No. 1 Jianguomenwai Avenue, Chaoyang District, Beijing, the PRC;

"**Unlisted Shares**" means ordinary shares of nominal value of RMB1.0 each in the share capital of the Company, which are not listed on any stock exchange;

"**Unsubscribed Shares**" has the meaning ascribed to it in Clause 4.4;

"**United Kingdom**" means the United Kingdom of Great Britain and Northern Ireland;

"**US**", "**U.S.**" and "**United States**" means the United States of America;

"**US\$**" or "**USD**" or "**U.S. dollars**" means United States dollars, the lawful currency for the time being of the United States;

"**Verification Notes**" means the verification notes relating to the Prospectus, copies of which have been signed and approved by, among others, the Directors, and delivered or will be delivered to the Joint Sponsors;

"**Warranties**" means the representations, warranties and undertakings given by the Warrantors as set out in SCHEDULE 3;

"**Warrantors**" means the Company and the Warranting Shareholders and "**Warrantor**" means each of them;

1.2 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.

1.3 **References:** Except where the context otherwise requires, references in this Agreement to:

1.3.1 statutes or statutory provisions, rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated or re-enacted or both from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutory provisions;

1.3.2 a "**company**" shall include any company, corporation or other body corporate, whenever and however incorporated or established;

1.3.3 a "**person**" shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);

1.3.4 a "**subsidiary**" or a "**holding company**" are to the same as defined in section 15 and 13 of the Companies Ordinance;

- 1.3.5 "**Clauses**", "**Paragraphs**", "**Recitals**" and "**Schedules**" are to clauses and paragraphs of and recitals and schedules to this Agreement;
- 1.3.6 "**parties**" are to the parties to this Agreement;
- 1.3.7 the terms "**herein**", "**hereof**", "**hereto**", "**hereinafter**" and similar terms, shall in each case refer to this Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
- 1.3.8 the terms "**or**", "**including**" and "**and**" are not exclusive;
- 1.3.9 the terms "**purchase**" and "**purchaser**", when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms "**sell**" and "**sale**", when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the H Shares by the Company;
- 1.3.10 a document being "**in the agreed form**" are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters);
- 1.3.11 a "**certified copy**" means a copy certified as a true copy by a Director or the secretary of the Company, the Company's PRC Counsel or the Company's HK & US Counsel;
- 1.3.12 "**written**" or "**in writing**" shall include any mode of reproducing words in a legible and non-transitory form; and
- 1.3.13 times of day and dates are to Hong Kong times and dates, respectively.

1.4 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

1.5 **Genders and plurals:** In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.

2 **CONDITIONS**

2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived:

- 2.1.1 the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) receiving all Conditions Precedent Documents as set out in Part A of SCHEDULE 4 and Part B of SCHEDULE 4, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, not later than 8:00 p.m. on the Business Day immediately before the Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may agree, respectively;

- 2.1.2 the issue by the Stock Exchange of a certificate of authorisation of registration in respect of the Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorised 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, deposit into CCASS or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators may (for themselves and on behalf of the Underwriters) agree in writing) and Admission not subsequently having been revoked prior to the commencement of trading of the H Shares on the Main Board;
- 2.1.4 admission into CCASS in respect of the H Shares having occurred and becoming effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch, deposit into CCASS or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters) agree in writing);
- 2.1.5 the Offer Price having been fixed and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters), on the Price Determination Date and the Company) in accordance with Clause 6.1 and such agreement not subsequently having been terminated;
- 2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on the Price Determination Date and such agreement 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, and not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as if they had been given and made on such date and time by reference to the facts and circumstances then subsisting);
- 2.1.9 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied (or otherwise waived in accordance with the terms stated herein) on or prior to the respective times and dates by which such obligations must be performed or conditions must be met; and
- 2.1.10 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals in connection with the Global Offering, including that all of the waivers or exemptions as stated in the Prospectus to be granted by the Stock Exchange or the SFC (as applicable) having been granted, and all such Approvals are valid and are not otherwise revoked, rejected, withdrawn, amended or invalidated.

2.2 **Procure fulfilment:** The Company undertakes 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 Hong Kong Underwriters to, and the Warranting Shareholders shall procure that the Company shall, use its best endeavours to procure the fulfilment of the Conditions and to do such things and take such actions as are necessary to ensure that Admission is obtained and not cancelled or revoked, on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Governmental Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the H Shares and the fulfilment of such Conditions.

2.3 **Extension:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:

- 2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Joint Sponsors and the Overall Coordinators may, after consultation with and taking into account the reasonable opinion of the Company, determine (in which case the Joint Sponsors and the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond August 30, 2025 (being the date which is 30th days after the Prospectus Date) and any such extension and the new timetable shall be notified by the Overall Coordinators to the other parties to this Agreement as soon as practicable after any such extension is made); or

2.3.2 in respect of the Condition set out in Clause 2.1.1, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition and to notify the Company in writing accordingly.

2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 9, if any of the Conditions has not been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.

2.5 **No waiver in certain circumstances:** The Joint Sponsors' or Overall Coordinators' consent to or knowledge of any amendments / supplements to the Offering Documents subsequent to their respective issues or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their right to terminate this Agreement for themselves and on behalf of the Hong Kong Underwriters.

3 APPOINTMENTS

3.1 **Appointment of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMIs:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of (i) the Joint Sponsors as the joint sponsors in respect of its application for Admission and its Listing Application; (ii) the Sponsor-OCs as the sponsor-overall coordinators in respect of the Global Offering; (iii) the Overall Coordinators as the overall coordinators in respect of the Global Offering; (iv) the Joint Global Coordinators as the joint global coordinators in respect of the Global Offering; (v) the Joint Bookrunners as the joint bookrunners of the Global Offering; (vi) the Joint Lead Managers as the joint lead managers of the Global Offering, and (vii) the CMIs as the capital market intermediaries in respect of the Global Offering, and each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMIs, relying on the Warranties and subject to the conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment(s) hereunder.

3.2 **Appointment of Receiving Bank and Nominee:** The Company has appointed (i) the Receiving Bank to act as receiving bank in connection with the Hong Kong Public Offering, and (ii) the Nominee to hold the application monies received pursuant to the Hong Kong Public Offering, in both cases on the terms and on the basis set out in the Receiving Bank Agreement. The Company shall procure the Nominee to undertake to hold and deal with such application monies on the terms and conditions set out in the Receiving Bank Agreement.

3.3 **Appointment of the Hong Kong Share Registrar:** The Company has appointed the Hong Kong Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications on and subject to the terms and conditions of the Registrar Agreement. The Company has also appointed the Hong Kong Share Registrar to act as HK eIPO White Form Service Provider on and subject to the terms of any separate agreement between them. The Company undertakes with the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters to procure that the Hong Kong Share Registrar and HK eIPO White Form Service Provider shall do all

such acts and things as may be required to be done by them in connection with the Hong Kong Public Offering and its associated transactions.

3.4 **Appointment of Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters on the terms and subject to the conditions of this Agreement, and to the exclusion of all others, as underwriters of the Hong Kong Public Offering, to assist the Company in offering to the public in Hong Kong the Hong Kong Offer Shares at the Offer Price (together with Brokerage, Trading Fee, AFRC Levy and Transaction Levy) in accordance with the provisions of this Agreement and on the terms and conditions set out in the Hong Kong Public Offering Documents, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions set out in this Agreement, severally accept the appointment and severally agree, in the event that an Under-Subscription shall occur, to procure subscribers for the Unsubscribed Shares comprised in the Under-Subscription or, failing that, themselves to subscribe for such Unsubscribed Shares as principals in accordance with the terms and conditions of this Agreement and the Hong Kong Public Offering Documents. Such obligations of each Hong Kong Underwriter to procure subscribers, or to subscribe as principals, for the Hong Kong Offer Shares comprised in an Under-Subscription:

3.4.1 are several (and not joint or joint and several);

3.4.2 shall initially extend to a number of Hong Kong Offer Shares up to but not exceeding such Hong Kong Underwriter's initial Hong Kong Underwriting Commitment hereunder; and

3.4.3 if required to be performed, shall be performed in accordance with the provisions of Clauses 4.4 and 4.7.

None of the appointees under Clauses 3.1 to 3.4 shall be liable for any failure on the part of any other appointees to perform its obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce its rights under this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.4 shall be entitled to enforce any of its rights under this Agreement either alone or jointly with the other appointees.

3.5 **Delegation:** Each appointment referred to in Clauses 3.1 and 3.4 is made on the basis, and on terms, that each appointee is irrevocably authorised to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or person(s) are permitted by applicable Law to discharge the duties conferred upon them by such delegation. Each of the appointee 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 3.5.

3.6 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 and 3.4 confer on each of the appointees and its Affiliates, and their respective delegates under Clause 3.5, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Joint Sponsor, Overall Coordinator, Joint Global

Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter (as the case may be) of the Global Offering and the application for Admission, and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.5 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Bookrunners and Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.

- 3.7 **Limitation of liability:** None of the appointees pursuant to Clauses 3.1 and 3.4 or the other Indemnified Parties shall be responsible for any loss, cost, expense or damage to any persons arising from any transaction carried out by such appointee within the scope of the appointments, authorities and discretions referred to in this Agreement or arising out of the services rendered or duties performed by such appointee under this Agreement or otherwise in connection with the Global Offering and the application for the listing for the listing of, and permission to deal in, the H Shares on the Stock Exchange.
- 3.8 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.4, as applicable, or by any of the delegates under Clause 3.5 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal and any stabilization activity) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any of the other appointees under Clauses 3.1 to 3.4 or their respective delegates under Clause 3.5. The obligations of the appointees or their respective delegates under Clauses 3.1 to 3.5 are several (and not joint or joint and several) and each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. None of the appointees or their respective delegates under Clauses 3.1 to 3.5 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 or their respective delegates under Clauses 3.1 to 3.5 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.
- 3.9 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of applicable Laws and the selling restrictions set out in the Prospectus and the relevant Hong Kong Underwriters shall remain liable to the Company for the performance of this Agreement. 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 Company does not owe any duty or obligation of any of the sub-underwriters so appointed and none of the Warranties is for the benefit of such sub-underwriter. None of the sub-underwriters is allowed to further sub-underwrite their respective underwriting commitments without the prior written consent of the Company.
- 3.10 **No liability for the Offering Documents:** Without prejudice to the generality of the foregoing and notwithstanding anything in this Agreement, none of 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 or any other Indemnified Party shall have any liability whatsoever to the Company or any other person in respect of any loss or damage to any person any person arising from any transaction carried out by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any other Indemnified Party, including, without limitation, the following matters (it being acknowledged by the parties that the Company is solely responsible in this regard):

3.10.1 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares; and

3.10.2 any of the matters referred to in Clauses 9.2.2, 9.2.6 and 9.2.10,

and, notwithstanding anything contained in Clause 9, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 9 to recover any Loss (as defined in Clause 9.2) incurred or suffered or made as a result of or in connection with any of the foregoing matters.

3.11 **No fiduciary duties:** Each of the Company and the Warranting Shareholders acknowledges and agrees that (i) the services rendered by 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 (as the case may be) in respect of the Hong Kong Public Offering (including the determination of the Offer Price), and the underwriting of the Hong Kong Public Offering by the Hong Kong Underwriters, pursuant to this Agreement, are arm's-length commercial transactions between the Company on the one hand, and the 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 (as the case may be) on the other hand, (ii) in connection with the transactions contemplated by this Agreement and with the process leading thereto, each of the 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 is acting solely as principal and not the agent or adviser of the Company or the Warranting Shareholders, (iii) none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters or the Hong Kong Underwriters is acting as the fiduciary of the Company or the Warranting Shareholders nor has assumed an advisory or fiduciary or similar responsibility in favour of the Company or the Warranting Shareholders with respect to the transactions contemplated by this Agreement, the Global Offering or the listing of the Shares on the Stock Exchange or the process leading thereto (irrespective of whether it has advised or is currently advising the Company on other matters), (iv) the Company and/or the Warranting Shareholders on the one hand, and 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 (as the case may be) on the other hand, 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 Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (as

the case may be) to the Company or the Warranting Shareholders regarding such transactions, including but not limited any opinions or views with respect to the price or market for the Shares, do not constitute advice or recommendations to the Company or the Warranting Shareholders. The Company and the Warranting Shareholders have consulted their own professional advisors including, without limitation, legal, accounting, regulatory, tax and financial advisors to the extent it deemed appropriate, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters (as the case may be) is advising the Company or the Warranting Shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors, the Sponsor-OCs, the Overall-Coordinators and the CMIs, any advice to the Company or the Warranting Shareholders on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules in their respective capacity of the Joint Sponsors, the Sponsor-OCs, the Overall-Coordinators and the CMIs in connection with the proposed listing of the Company) in any jurisdiction, nor shall any of them has any responsibility or liability to the Company or the Warranting Shareholders or any other person with respect thereto; (v) the Warrantors shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement. Any review by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs (as the case may be), the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of Shares on 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 Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs (as the case may be) and shall not be on behalf of any of the Warrantors; and (vi) the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI 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 Company and/or the Warranting Shareholders.

Each of the Company and the Warranting Shareholders agrees that it will not claim that 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, or any of them, has rendered advisory services, or owes a fiduciary or similar duty to the Company or the Warranting Shareholders, in connection with transactions or matters contemplated by this Agreement or the process leading thereto. Each of the Company and the Warranting Shareholders waives to the fullest extent permitted by applicable Laws any claims it may have against any of 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 for any breach or alleged breach of advisory, fiduciary or similar duty arising in any way from acts contemplated by this Agreement.

- 3.12 Any transaction carried out by the appointees under Clauses 3.1 and 3.4 within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong

Underwriters as principal and any stabilising activities conducted in accordance with Clause 6.3) shall constitute a transaction carried out not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.5. The appointees shall not be responsible for any loss or damage to any other such appointee or their respective Affiliates.

3.13 **Advice to the Company:** The Company hereby confirms and acknowledges that each of the Overall Coordinators has:

- (i) engaged or will engage 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;
- (ii) 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;
- (iii) advised and will advise 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;
- (iv) advised the Company on the information that should be provided to syndicate CMI's to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- (v) provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to syndicate CMI's participating in an IPO which is currently around 75% fixed and 25% discretionary;
- (vi) 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 Governmental Authority which apply to placing activities including the Global Offering, and that the Company and its Directors fully understand the undertake to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters that they have met or will meet these responsibilities; and
- (vii) 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 or will explain the potential concerns and advised or will advise 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, AFRC Levy and Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by the Company or the Company's HK & US Counsel on the Company's behalf, the Joint Sponsors shall arrange for and the Company shall cause the Formal Notice (in the agreed form) to be published on the official websites of the Stock Exchange and of the Company (<http://www.abbbio.com>) on the day(s) specified in SCHEDULE 6 or such other publications and/or day(s) as may be agreed by the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

4.2 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above or a "black" rainstorm warning signal or Extreme Conditions being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal or Extreme Conditions remains in force at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the Acceptance Date and to the time of opening and closing of the Application Lists shall be construed accordingly.

4.3 **Basis of allocation:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall, as soon as practicable after the close of the Application Lists, determine the manner and the basis of allocation of the Hong Kong Offer Shares. The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall be entitled to exercise, and on behalf of the Company to authorise the Receiving Bank to exercise, the sole and absolute discretion on the part of the Company to reject or accept in whole or in part any Hong Kong Public Offering Application in accordance with the Hong Kong Public Offering Documents, this Agreement or otherwise and, without prejudice to Clause 4.9 below, the Overall Coordinators shall have the sole and absolute discretion, but shall not be obliged, on behalf of the Company, to reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. The respective International Offering Purchasing Commitments of the International Underwriters may be correspondingly reduced in such proportions as the Overall Coordinators may in their sole and absolute discretion determine in the event of such reallocation and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of such reallocated Offer Shares.

The Company undertakes with the Hong Kong Underwriters that it shall procure the Receiving Bank and the Hong Kong Share Registrar shall, as soon as practicable after the close of the Application Lists, provide the Joint Sponsors and the Overall Coordinators with such information, calculations and assistance as the Joint Sponsors and the Overall Coordinators may require for the purposes of determining, *inter alia*:

4.3.1 in respect of an Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or

4.3.2 in respect of an Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; and

4.3.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.

4.4 **Under-Subscription:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares (the "**Unsubscribed Shares**") which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications under the Hong Kong Public Offering (an "**Under-Subscription**"), the Overall Coordinators shall notify the other Hong Kong Underwriters as soon as practicable following the Overall Coordinators being informed of the Under-Subscription, and each of the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by the Relevant Hong Kong Public Offering Applications of such Hong Kong Underwriter to zero pursuant to Clause 4.5) shall, subject to any reallocation of such Hong Kong Offer Shares comprised in the Under-Subscription to the International Offering pursuant to Clause 4.9 and subject to Clause 4.8, apply or procure applications for such respective numbers of Hong Kong Offer Shares comprised in the Under-Subscription as the Overall Coordinators may in their sole discretion determine, in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and those regarding the payment for the Hong Kong Offer Shares), and shall pay or procure to be paid the full amount payable on application in accordance with Clause 4.7, provided that:

4.4.1 the obligations of the Hong Kong Underwriters in respect of such Hong Kong Offer Shares under this Clause 4.4 shall be several (and not joint or joint and several).

4.4.2 the number of Unsubscribed Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.4 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in SCHEDULE 2):

$$\left[N = T \times \frac{(C - P)}{(AC - AP)} \right]$$

where in relation to such Hong Kong Underwriter:

N is the number of Unsubscribed Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.4, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;

T is the total number of Unsubscribed Shares determined after taking into account any reduction pursuant to Clauses 4.9 and 4.10, as applicable;

- C is the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Relevant Hong Kong Public Offering Applications of such Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.9 and 4.10, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Relevant Hong Kong Public Offering Applications of all the Hong Kong Underwriters; and

None of the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.4. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

- 4.5 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.7, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the applications having been identified with such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.3 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in SCHEDULE 5.
- 4.6 **Accepted Applications:** The Company agrees that all duly completed and submitted applications received prior to the closing of the Application Lists and accepted by the Joint Sponsors and the Overall Coordinators pursuant to Clause 4.3, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.4.
- 4.7 **Hong Kong Underwriters' applications:** In the event of an Under-Subscription, each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10 a.m. on the second (2nd) Business Day after the Acceptance Date, and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement, make applications for such number of Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.4, and pay (or procure payment) to the Overall Coordinators or as they may direct the full amount payable on application (being the Offer Price together with the Brokerage, Trading Fee, AFRC Levy and Transaction Levy), for such number of Hong Kong Offer Shares comprising the Under-Subscription

as may have fallen to be subscribed and paid for by it pursuant to Clause 4.4 and subject to the terms and conditions set out in the Hong Kong Public Offering Documents (as may be appropriate).

Notwithstanding the above, the Hong Kong Underwriters' underwriting obligations are subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement, and the Global Offering having become unconditional and not otherwise terminated. The Company shall, as soon as practicable after 8:00 a.m. on the Listing Date but in no event later than 9:00 a.m. on the Listing Date, against receipt of such applications and payments in relation thereto in accordance with Clause 5, and upon receipt of the list of allottees for the Hong Kong Offer Shares, duly allot and issue to the said applicants or to such persons nominated by the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and will duly issue, and authorise the delivery to the Hong Kong Underwriters (or as they may direct) of valid share certificates in respect of such Hong Kong Offer Shares in the names of the respective applicants or in the name of HKSCC for credit to the relevant CCASS participants' account of the applicants.

4.8 **Power of the Overall Coordinators to make applications:** In the event of an Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole discretion (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 for (subject to and in accordance with this Agreement) all or any of the Hong Kong Offer Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.4. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.8 in respect of which payment is made mutatis mutandis in accordance with Clause 4.7 shall satisfy pro tanto the obligation of the relevant Hong Kong Underwriter under Clause 4.4 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

4.9 **Re-allocation from International Offering to Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (an "**Over-Subscription**"), then the Overall Coordinators may reallocate all or any of the International Offer Shares to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications, subject, however, to the reallocation basis as set forth below in the immediately following paragraph of this Clause 4.9. The respective International Offering Purchasing Commitments of the International Underwriters may be reduced in such proportion as the Overall Coordinators will, in its sole and absolute discretion, determine in the event of such reallocation and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of such reallocated Offer Shares.

If the Over-Subscription represents a subscription of (i) 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 the Offer Shares will be reallocated to the Hong Kong Public Offering from the International Offering, so that the total number of Offer Shares available under the Hong Kong Public Offering will be increased to 10,032,800,

13,377,200 and 16,721,400 Offer Shares, respectively, representing 30.0% (in the case of (i)), 40.0% (in the case of (ii)) or 50.0% (in the case of (iii))), respectively, of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Offer Size Adjustment Option). In each such case, the number of Offer Shares allocated to the International Offering will be correspondingly reduced, in such manner as the Overall Coordinators deem appropriate, and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such proportions as the Overall Coordinators may in their sole and absolute discretion determine. Such Offer Shares reallocated from the International Offering to the Hong Kong Public Offering will be allocated between Pool A and Pool B (as described in the Prospectus) in the Hong Kong Public Offering. The Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of such reallocated Offer Shares. The International Underwriters will be entitled to the underwriting commission referred to in Clause 7.1 in respect of such reallocated Offer Shares.

- 4.10 **Re-allocation from Hong Kong Public Offering to International Offering:** If an Under-Subscription shall occur, the Overall Coordinators, shall have the right to (but shall have no obligation to) reallocate all or any of the Hong Kong Offer Shares comprised in any such Under-Subscription from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering in their sole and absolute discretion. The respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such proportion as the Overall Coordinators may, in their sole and absolute discretion, determine. Any Hong Kong Offer Shares which are so reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be allocated to increase the International Offering Purchasing Commitment of all or any of the International Underwriters in such proportion as the Overall Coordinators in their sole and absolute discretion determine. The Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of the Offer Shares to be reallocated to the International Offering.
- 4.11 **Obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.4, Clause 4.7 and/or Clause 4.8 or upon an Over-Subscription having occurred.
- 4.12 **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 Joint Bookrunners, the Joint Lead Managers, the CMIs 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 H Shares on the Main Board to be granted by the Listing Committee.
- 4.13 **Reduction in the Offer Price range and/or the number of Offer Shares:** The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective

institutional, professional and other investors during the book-building process, with the prior 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 as soon as reasonably practicable following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, cause to be posted on the website of the Stock Exchange (www.hkexnews.hk) and on the website of the Company (<http://www.abbbio.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 Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and the Company, will be fixed within such revised range. Such notice will also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the Global Offering statistics as currently set out in the Prospectus, and any other financial information which may change materially as a result of such reduction. The Company shall also, as soon as practicable following the decision to make such change, issue a supplemental prospectus updating investors of the change in the number of Offer Shares being offered under the Global Offering and/or the Offer Price. The Global Offering must first be cancelled and subsequently relaunched on FINI system pursuant to the supplemental prospectus.

5 PAYMENT OF APPLICATION MONIES

5.1 Issue of Hong Kong Offer Shares: Upon receipt by the Hong Kong 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 August 7, 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 modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and the Operative Documents 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, except for certain aspects described in the Prospectus, 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 and substance 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 the Operative Documents.

5.2 **Hong Kong Public Offering application monies:** The application monies in respect of the Hong Kong Offer Shares will be paid in Hong Kong dollars to the Company before 9:30 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares or HKSCC Nominees Limited (as the case may be), by wire transfer to the Company's bank account in Hong Kong (details of which will be notified by the Company to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement but, in any event, by no later than the Business Day immediately before the Listing Date) in immediately available funds, provided, however, that:

5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee (prior to payment of the application monies to the Company as aforesaid) to deduct from such application monies and pay to the Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) all the amounts (including but not limited to the underwriting commission) payable by the Company pursuant to Clause 5.3 and Clauses 7.1, 7.2 and 7.3; 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 5.3 and Clauses 7.1, 7.2 and 7.3, the Company shall, and the Warranting Shareholders shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or as soon as reasonably practicable within 14 Business Days upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters, as applicable) and to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company through its bank account (details of which will be notified by the Company pursuant to the Receiving Bank Agreement) pursuant to this Clause 5.2 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 if and to the extent that the Offer Price shall be determined at below HK\$15.50 per Offer Share.

5.3 **Payment of Brokerage, Trading Fee, AFRC Levy and Transaction Levy for the Company and applicants:** Subject to the receipt of the application monies pursuant to Clause 5.1, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) will arrange for the payment by the Nominee (i) on behalf of all successful applicants under the Hong Kong Public Offering to members of the Stock Exchange and/or the Hong Kong Underwriters (as the case may be) of the Brokerage, (ii) on behalf of the Company and all successful applicants, to the Stock Exchange of

the Trading Fee, to the AFRC of the AFRC Levy and to the SFC of the Transaction Levy, in each case in respect of Accepted Hong Kong Public Offering Applications, all such amounts to be paid out of the application money. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.

- 5.4 **Refund Cheques:** The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, the Nominee will pay refunds of applications monies, and the Hong Kong Share Registrar will arrange for the distribution of refund cheques, to those applicants under the Hong Kong Public Offering who are entitled to receive any refund of application monies (in whole or in part) in accordance with terms and conditions of the Hong Kong Public Offering Documents.
- 5.5 **Separate Bank Account:** The Company agrees that the application monies received for subscription of Hong Kong Offer Shares shall be credited to a separate bank account pursuant to the terms and conditions of the Receiving Bank Agreement.
- 5.6 **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 Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters has any liability whatsoever under Clause 5, Clause 7 or otherwise for any default by the Nominee or any other application of funds.

6 PRICING AND OFFER SIZE ADJUSTMENT OPTION

- 6.1 **Determination of Offer Price:** The price at which the Hong Kong Public Offering Shares are to be issued under the Hong Kong Public Offering is expected to be fixed by agreement between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) after market demand for the International Offering has been determined. The Offer Price, which, subject to Clause 4.13, shall not exceed HK\$15.50 per Offer Share, and shall not be lower than HK\$12.90 per Offer Share, shall be recorded in the Price Determination Agreement on the Price Determination Date. Each of the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorises 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 judgment of the Overall Coordinators considered necessary or desirable and further agrees that it will be bound by all the terms of the Price Determination Agreement as executed.
- 6.2 **Offer Size Adjustment Option:** The Company will grant the Offer Size Adjustment Option to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), pursuant to the terms and conditions of the International Underwriting Agreement and as described in the Offering Documents. If the Offer Size Adjustment Option is exercised in respect of all or any part of the Offer Size Adjustment Option Shares:
- 6.2.1 the Offer Size Adjustment Option Shares arising from the exercise of the Offer Size Adjustment Option shall be allocated to the International Offering as International Offer Shares; and

6.2.2 any Offer Size Adjustment Option Shares shall for all purposes (including underwriting commissions and expenses) be deemed to be delivered as International Offer Shares under and with the benefit of all rights, representations, warranties and undertakings applying under the International Underwriting Agreement, and the Hong Kong Underwriters will not be entitled to any underwriting commission in respect of the Offer Size Adjustment Option Shares.

6.3 **No stabilisation by the Company and the Warranting Shareholders:** Each of the Company and the Warranting Shareholders undertakes 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 Hong Kong Underwriters and each of them that it will not, and will cause its Affiliates or any of its or its Affiliates' respective promoters, representatives, partners, directors, supervisors, officers, employees, assignees, advisers, consultants and agents, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

6.3.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation in violation of applicable Laws, 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.

The undertaking given by the Company and the Warranting Shareholders under this Clause 6.3 is given on a joint and several basis.

7 COMMISSIONS, FEES AND EXPENSES AND INCENTIVE FEE

7.1 **Underwriting commission:** Subject to the provisions of this Clause 7, the Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 3.0% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4), out of which the Hong Kong Underwriters will pay any sub-underwriting commissions payable. The respective entitlements of the Hong Kong Underwriters to the underwriting commission, taking into account any reallocation of Offer Shares pursuant to Clause 4, will be set out in the International Underwriting Agreement, which shall be the final and conclusive determination on their respective entitlement to the Underwriting Commission. If any adjustment is made to the respective entitlements of the Hong Kong Underwriters to the underwriting commission compared to their respective Sponsor-OC engagement letter, OC engagement letter and CMI engagement letters (including any supplemental agreements, if any) entered into between the Company and the respective Sponsor-OCs, Overall Coordinators and CMIs in the International Underwriting Agreement, such adjustment shall be conducted in compliance with the Listing Rules. The payment by the Company to the Overall Coordinators of the underwriting commission in the manner set out in this Clause 7.1

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 concerned with 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 to pay any one or all of the Underwriters an additional incentive fee of an aggregate of 1.0% of the Offer Price for each Offer Share, the payment and amount of which is expected to be determined on or before the Price Determination Date. For the avoidance of doubt, the actual absolute amount of the Incentive Fee (if any) and the split of the Incentive Fee (if any), in absolute amount, among the Underwriters, shall be determined 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) and in compliance with the Code of Conduct and the requirements under the Listing Rules.
- 7.3 **Sponsor fee and other fees and expenses:** In addition to the Underwriting Commission and Incentive Fees (if any) entitled by each of the Joint Sponsors pursuant to Clauses 7.1 and 7.2 above, the Company shall further pay to the Joint Sponsors the sponsor fee, or other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Joint Sponsors. For avoidance of any doubt, the sponsor fee, or other fees and expenses paid and payable by the Company to each of the Joint Sponsors shall not be deducted against the Underwriting Commission and Incentive Fee (if applicable) of relevant Joint Sponsor.
- 7.4 **Other costs payable by the Company:** Subject to Clause 7.4, all fees, costs, charges, Taxation and other expenses of, in connection with or incidental to the Global Offering and its associated transactions and this Agreement, and the transactions contemplated thereby or hereby including, without limitation:
- 7.4.1 fees and expenses of the Reporting Accountant in accordance with the relevant engagement letter entered into between the Company and the Reporting Accountants;
 - 7.4.2 fees and expenses of the Hong Kong Share Registrar and the HK eIPO White Form Service Provider;
 - 7.4.3 fees and expenses of all Legal Advisers and any other legal advisors to the Company and the Underwriters in accordance with the relevant engagement letters entered into between the Company and such legal advisers;
 - 7.4.4 fees and expenses of any public relations consultants engaged by the Company;
 - 7.4.5 fees and expenses of the Internal Control Consultant and the Industry Consultant in accordance with the relevant fee letter entered into between the Company and the Internal Control Consultant;
 - 7.4.6 fees and expenses of any translators engaged by the Company;

- 7.4.7 fees and expenses of the Receiving Bank and the Nominee pursuant to the terms of the Receiving Bank Agreement;
- 7.4.8 fees and expenses of other agents, consultants and advisors of the Company relating to the Global Offering;
- 7.4.9 fees and expenses related to the application for listing of the H Shares on the Main Board, the CSRC Filings, the filing or registration of any documents with any relevant authority and the qualification of the Offer Shares in any other jurisdiction as referred to in the Offering Documents;
- 7.4.10 all other roadshow costs and expenses (including the fees and expenses of any consultant engaged by the Company in connection with the roadshow);
- 7.4.11 costs and expenses incurred for conducting pre-marketing and investor education relating to the Global Offering as approved by the Company;
- 7.4.12 fees and expenses of the financial printer retained by the Company for the Global Offering;
- 7.4.13 all printing and advertising costs incurred by the Company in relation to the Global Offering;
- 7.4.14 all costs of preparation, printing, despatch and distribution of the Offering Documents in relation to the Global Offering, and all amendments and supplements thereto as approved by the Company;
- 7.4.15 all costs and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing as approved by the Company;
- 7.4.16 all costs of printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques as approved by the Company;
- 7.4.17 the Trading Fee, the AFRC Levy and the Transaction Levy payable by the Company, and all capital duty (if any), premium duty (if any), stamp duty and any other fees, charges, costs, expenses, Taxes and levies payable in respect of the creation, issue, sale and delivery of the Hong Kong Offer Shares, the execution and delivery of and the performance of any provisions of this Agreement;
- 7.4.18 all fees and expenses related to background searches, company searches, litigation and legal proceeding searches, bankruptcy and winding-up searches and directorship searches in connection with the Global Offering provided that prior approval of the Company has been obtained for such searches;
- 7.4.19 travelling, telecommunications, postage, roadshow and other out-of-pocket expenses reasonably incurred by the Hong Kong Underwriters or any of them or on their or its behalf under this Agreement or in connection with the Hong Kong Public Offering, provided that breakdown and details of such out-of-pocket expenses shall be provided to the Company for approval, and subject to the respective maximum cap and/or other agreement or confirmation as agreed

between the Company and each of the Overall Coordinators and the CMIs in their respective Engagement Letters of the Syndicates (if any);

7.4.20 fees and expenses related to the application for listing of and permission to deal in the Hong Kong Offer Shares on the Stock Exchange; and

7.4.21 all processing charges and related expenses payable to Hong Kong Securities Clearing Company Limited by the Company in connection with the Global Offering.

shall be borne by the Company, and the Company shall, and the Warranting Shareholders shall use their best endeavours to procure the Company to, pay all the fees, costs, charges, Taxation and expenses incurred in connection with the listing of the Shares on the Main Board including, without limitation, Brokerage, Trading Fee, AFRC Levy and Transaction Levy payable by the Company and any stamp or capital duty or other similar tax arising from the creation, issue and allotment or sale of Offer Shares pursuant to the Global Offering.

7.5 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any underwriting commission and incentive fee under Clauses 7.1 and 7.2, but the Company shall, and each of the Warranting Shareholders shall use his best endeavours to procure the Company to pay or reimburse to the relevant parties, all costs, fees, charges, taxes and expenses referred to in Clause 7.3 which have been incurred or are liable to be paid by the Hong Kong Underwriters and/or by the Joint Sponsors and/or by the Joint Global Coordinators and/or by the Joint Bookrunners and/or by the Joint Lead Managers and/or by the CMIs and/or by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the costs, fees, charges, taxes and expenses which are expressed to be borne by the Company as soon as reasonably practicable within 14 Business Days on demand by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the relevant party which incurred the cost, expenses, fees and charges, 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 (if not so deducted pursuant to Clause 5.2) or the balance of such commissions, fees, costs, charges and expenses (if the amount deducted pursuant to Clause 5.2 shall be insufficient for the purposes of covering such commissions, fees, costs, charges and expenses) shall be payable by the Company as soon as reasonably practicable within 14 Business Days upon demand by the Joint Sponsors, the Overall Coordinators or by the relevant party incurring the commissions, fees, costs, charges or expenses, whichever is the earlier. All payments to be made by the Company under this Clause shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties:** Each of the Warrantors hereby jointly and severally represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the

Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and each of them in the terms set out in Part A of SCHEDULE 3, and each of the Warranting Shareholders hereby jointly and severally represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and each of them in the terms set out in Part B of SCHEDULE 3. Each of the Warrantors further jointly and severally acknowledge that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

8.2 **Full force:** 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.

8.3 **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:

8.3.1 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;

8.3.2 on the Prospectus Date;

8.3.3 on the Acceptance Date;

8.3.4 on the Price Determination Date;

8.3.5 immediately prior to payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.4 and/or Clause 4.8 (as the case may be);

8.3.6 the date of the announcement of basis of allocation of the Hong Kong Public Offer Shares;

8.3.7 immediately before 8:00 a.m. on the Listing Date;

8.3.8 immediately prior to commencement of dealings in the Offer Shares on the Stock Exchange;

in each case with reference to the facts and circumstances then subsisting, provided, however, that all of the Warranties shall remain true and accurate and not misleading as at each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents made or delivered under Clause 8.7 subsequent to the date of the registration of the Prospectus, or any approval by the Overall Coordinators and/or the Joint Sponsors, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or

delivery. For the avoidance of doubt, nothing in Clause 8.3 shall affect the on-going nature of the Warranties.

- 8.4 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.
- 8.5 **Notice of breach of Warranties:** Each of the Warrantors hereby jointly and severally undertakes to promptly notify the Joint Sponsors, Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties are untrue, incomplete, inaccurate or misleading in any respect or ceases to be true and accurate or becomes misleading in any respect at any time up to the last to occur of the dates specified in Clause 8.3 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, incomplete, inaccurate or misleading in any respect or any significant new factor likely to affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any one of the Warrantors (as the case may be).
- 8.6 **Undertakings:** Each of the Warrantors hereby jointly and severally undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incomplete, incorrect or misleading in any respect at any time up to the last to occur of the dates specified in Clause 8.3 or which could materially and adversely affect the Global Offering or at any time immediately prior to the commencement of dealings in the H Shares on the SEHK enter into any contract or commitment of an unusual or onerous nature, whether or not that contract or commitment, if entered into prior to the date hereof, would constitute a material contract or a material commitment for the purpose of the Prospectus. Without prejudice to the foregoing, the Company agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), provided that such approval shall not be unreasonably withheld.
- 8.7 **Remedial action and announcements:** If at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.3, any event shall have occurred or any matter or event or fact is discovered or comes to the attention of any of the Warrantors (i) as a result of which any of the Warranties, if repeated immediately after the occurrence or discovery of such matter or event or fact, would be untrue or inaccurate or misleading or breached in any respect or (ii) which would or might result in the Offering Documents or any of them containing an untrue or misleading statement of fact or opinion or omitting to state any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents or any of them (assuming that the relevant documents were to be issued immediately after occurrence of such matter or event) or (iii) which would or might result in any breach of the representations, warranties or undertakings given by any Warrantor or any circumstances giving rise to a claim under any of the indemnities contained in, or given pursuant to, this Agreement, or (iv) which is likely to materially and adversely affect

the Global Offering, any Warrantor or the Hong Kong Underwriters, such Warrantor shall promptly notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and, without prejudice to any other rights of the Joint Sponsors, the Overall Coordinators, Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter or event or fact, such Warrantor shall at his /its own expense as soon as practicable, take such remedial action as may be necessary or advisable to correct such statement or omission or effect such compliance with applicable Laws or reasonably requested by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) in writing to remedy such matter or event or fact, including issuing or publishing, distributing or making publicly available any announcement, supplement or amendment in relation to the Offering Documents or any of them, and shall supply the Overall Coordinators, the Joint Sponsors or such persons as they may direct, with such number of copies of the aforesaid documents as they may require, provided, however, that any approval by the Joint Sponsors and the Overall Coordinators of any amendment or supplement to the Offering Documents, and any delivery to investors of such amendment or supplement to the Offering Documents or any of them, shall not (i) constitute a waiver or modification or prejudice of any rights of the Hong Kong Underwriters under this Agreement or (ii) result in the loss of the Overall Coordinators' and the Joint Sponsors' right to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise) for themselves and on behalf of the Hong Kong Underwriters.

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, circular, document, supplement or amendment in connection with the Global Offering or do any such act or thing without the prior written consent of the Joint Sponsors and the Overall Coordinators (provided that such consent shall not be unreasonably withheld) except as required by applicable Laws, in which case the Company shall first consult the Joint Sponsors and the Overall Coordinators before such issue, publication or distribution or act or thing being done. The foregoing restriction contained in this clause shall continue to apply after the completion of the Global Offering.

- 8.8 **Knowledge:** A reference in this Clause 8 or in SCHEDULE 3 to any Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry. Notwithstanding that any of 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 has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 8.9 **Obligations personal:** The obligations of the Warrantors under this Agreement shall be binding on its personal representatives or its successors in title.
- 8.10 **Release of obligations:** Any liability to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, Joint Bookrunners, Joint

Sponsors, Joint Lead Managers, the CMI, 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, Joint Bookrunners, Joint Sponsors, Joint Lead Managers, the CMI, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, Joint Bookrunners, Joint Sponsors, Joint Lead Managers, the CMI and/or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, Joint Bookrunners, Joint Sponsors, Joint Lead Managers, the CMI and the Hong Kong Underwriters) against any other person under the same or a similar liability.

- 8.11 **Consideration:** Each of the Warrantors has entered into this Agreement, and agreed to give the representations, warranties and undertakings herein, in consideration of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, Joint Bookrunners, Joint Sponsors, Joint Lead Managers, the CMI and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms and conditions set out herein.

9 INDEMNITY

- 9.1 **No claims against Indemnified Parties:** No claim (whether or not any such claim involves or results in any action, suit or proceeding) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to, the Indemnifying Parties to recover any loss, damage, payment, cost, charge, expense or Taxation which any of the Indemnifying Parties may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering, the allotment or issue of the Hong Kong Offer Shares, the preparation or despatch of the Hong Kong Public Offering Documents or any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares. However, save for the provisions under clause 3.10, the foregoing shall not exclude any liability of any Indemnified Party for such loss, damage, payment, cost, charge, expense or Taxation as finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel to have been solely and directly caused by or arisen out of the fraud, wilful misconduct or gross negligence on the part of such Indemnified Party
- 9.2 **Indemnity:** Each of the Warrantors (collectively the "**Indemnifying Parties**" and each an "**Indemnifying Party**") jointly and severally undertakes, from time to time, to indemnify, hold harmless and keep each of the Indemnified Parties fully indemnified on demand and, on an after-Taxation basis, against (i) all actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party (including, without limitation, any investigation or inquiry by or before any Governmental Authority) ("**Proceedings**"),

and (ii) all losses, liabilities, damages, payments, costs (including legal costs), disbursements, charges, expenses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, defence or settlement or compromise of any such Proceedings or the enforcement of any such settlement or compromise or any judgment obtained in respect of any such Proceedings) and Taxation ("**Losses**") 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, OC Announcements, PHIP, all notices, announcements, advertisements, communication, roadshow materials or other documents in connection with 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 Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them) (the "**Related Public Information**"); or
- 9.2.2 the execution, delivery or performance of this Agreement by the Warrantors and/or offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares; or
- 9.2.3 the execution, delivery and performance 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 or any of them of their or its obligations and roles under this Agreement or the Hong Kong Public Offering Documents or otherwise in connection with the Global Offering; or
- 9.2.4 any breach or alleged breach on the part of any of the Warrantors or any action or omission of any Group Company or the Controlling Shareholders resulting in a breach of any of the provisions of the Articles of Association, this Agreement, the Price Determination Agreement or the International Underwriting Agreement; or
- 9.2.5 any of the Warranties being untrue, incomplete, 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
- 9.2.6 any of the Related Public Information, containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of a material 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 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 assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares or being or alleged to be defamatory of any person or any jurisdiction; or

- 9.2.7 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Underwriters or any of them) (including any statement, estimate, forecast or expression of opinion, intention or expectation contained in any of the CSRC Filings), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of 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 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 assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares or being or alleged to be defamatory of any person or any jurisdiction; or
- 9.2.8 any breach or alleged breach of the Laws of any country or territory resulting from the distribution of any of the Offering Documents, OC Announcements, the CSRC Filings or any announcements, documents, materials, communications or information whatsoever made, given, released or issued arising out of, in relation to or in connection with the Group or the Global Offering (whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or any of the Hong Kong Underwriters) and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents and this Agreement and the International Underwriting Agreement; or
- 9.2.9 any act or omission of any Group Company or the Controlling Shareholders in relation to the Global Offering; or
- 9.2.10 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Related Public Information, being or alleged to be untrue, incomplete, inaccurate in any material respect or misleading, 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 the fact or any allegation that the Related Public Information do not or did not, contain all information material in the context of the Global Offering or otherwise required to be stated therein; or
- 9.2.11 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the CSRC Rules or any applicable Laws, or any condition or term of any Approvals in connection with the Global Offering; or
- 9.2.12 any failure or alleged failure by the Company, the Controlling Shareholders, or any of the Directors or Supervisors to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws; or

- 9.2.13 the breach or alleged breach by any Group Company or Controlling Shareholder of the applicable Laws in any respect; or
- 9.2.14 any litigation, action, proceeding, investigation, governmental or regulatory investigation or proceeding by or before any Governmental Authority or any agency or body or any other party, commercial or otherwise, having instigated, commenced or been threatened against the Company, any Group Company or any of the Directors, or settlement of any such investigation, action or proceeding; or
- 9.2.15 the operation of the White Form eIPO service and the performance of all services in connection herewith; or
- 9.2.16 any breach by the Company or the Warranting Shareholders of the terms and conditions of the Hong Kong Public Offering; or
- 9.2.17 any other matter arising in connection with the Global Offering.

provided that the indemnity provided for in Clause 9.2 shall not apply in connection with the matters referred to in Clause 9.2.3 to the extent where any such Proceeding or any such Loss suffered or incurred is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel to have been caused solely and directly by the fraud, wilful misconduct or gross negligence on the part of such Indemnified Party. The non-application of the indemnity provided for in Clause 9 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 9.3 **Notice of claims:** If any of the Indemnifying Parties becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 9.2, it shall as soon as reasonably practicable give notice thereof to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing with reasonable details thereof.
- 9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, notify the Warrantors of the institution of such Proceeding, provided, however, that the omission to so notify the Warrantors shall not relieve any of the Warrantors from any liability which it may have to any Indemnified Party under this Clause 9 or otherwise. Each of the Warrantors may participate at its expense in the defence of such Proceedings including appointing counsel at its expense to act for it in such Proceedings; provided, however, except with the consent of the Overall Coordinators (on behalf of any Indemnified Parties), that counsel to the Warrantors shall not also be counsel to the Indemnified Parties. Unless the Overall Coordinators (on behalf of any Indemnified Parties) consent to counsel to the Warrantors acting as counsel to such Indemnified Parties in such Proceeding, the Overall Coordinators (on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Warrantors and paid as incurred.

9.5 **Settlement of claims:** Each of the Warrantors shall not, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent to the entry of judgment includes and must include an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from the Warrantors with respect to such settlement or compromise or consent to judgment. The Warrantors shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of the Warrantors, and agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement.

The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Warrantors shall be in addition to any liability which the Warrantors may otherwise have.

9.6 **Contribution:** If the indemnity under this Clause 9 is unavailable or insufficient to hold harmless an Indemnified Party, then the Indemnifying Parties shall jointly and severally on demand contribute to the amount paid or payable by such Indemnified Party as a result of such Losses;

9.6.1 in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Parties on the one hand and the Indemnified Parties on the other hand from the Hong Kong Public Offering; or

9.6.2 if the allocation provided in Clause 9.6.1 above is not permitted by applicable Laws, then in such proportion as is appropriate to reflect not only the relative benefits referred to in Clause 9.6.1 above but also the relative fault of any of the Indemnifying Parties on the one hand and the Indemnified Parties on the other hand which resulted in the Losses as well as any other relevant equitable considerations.

9.7 **Arrangements with advisors:** If any Indemnifying Party enters into any agreement or arrangement with any advisor for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the advisor to such 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 advisor to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:

- 9.7.1 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; and
- 9.7.2 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
- 9.7.3 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.
- 9.8 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.
- 9.9 **Payment free from counterclaims/set-offs:** All payments made by the Warrantors 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 any of the Warrantors makes a deduction or withholding under this Clause 9, the sum due from such Warrantor 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.
- 9.10 **Payment on demand:** All amounts subject to indemnity under this Clause 9 shall be paid by Warrantors as and when they are incurred within twenty (20) Business Days of a written notice demanding payment being given to the Warrantors by or on behalf of an Indemnified Party.
- 9.11 **Taxation:** If a payment under this Clause 9 will be or has been subject to Taxation, the Warrantors 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.
- 9.12 **Other rights of the Indemnified Parties:** The provisions of the indemnities under this Clause 9 are not affected by any other terms set out in this Agreement and do not restrict the rights of the Indemnified Parties to claim damages on any other basis.
- 9.13 **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 Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and each of them that it shall, and each of the Warranting Shareholders undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and each of them that it shall procure the Company to:

- 10.1 **Compliance by the Company:** 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 Company (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the Listing Rules, the CSRC Rules and all requirements of the Stock Exchange, the SFC, the CSRC or any other Governmental Authority and all applicable Laws in respect of or by reason of the matters contemplated by this Agreement and otherwise in connection with the Global Offering unless otherwise waived or exempted by the relevant Authorities, including but without limitation to:
- 10.1.1 complying in all respects with the terms and conditions of the Global Offering and, in particular, its obligation to allot and issue the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering and, if any of the Hong Kong Offer Shares falls to be taken up pursuant to Clause 4.4, to the applicants under Clauses 4.7 and 4.8, respectively, on terms that the Hong Kong Offer Shares, when issued, will rank pari passu in all respects with the existing issued Shares, including the right to rank in full for all distributions to be declared, paid or made by the Company after the time of their allotment, and that they will rank pari passu in all respects with the International Offer Shares;
 - 10.1.2 as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than August 7, 2025 (the date specified in the Prospectus for the despatch of share certificates), causing definitive share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applications or, as the case may be, procuring that the share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such CCASS participant(s) as may be specified for such purpose by or on behalf of the relevant applicant, and procuring that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee);
 - 10.1.3 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not subsequently withdrawn, cancelled or revoked;

- 10.1.4 obtaining all necessary Approvals from and making all necessary filings (including the CSRC Filings) with the Registrar of Companies in Hong Kong and the Stock Exchange, the SFC, the CSRC and other relevant Governmental Authority, as applicable;
- 10.1.5 making available on display the documents referred to in the paragraph headed "Documents Delivered to the Registrar of Companies and Available on Display" in Appendix VII to the Prospectus for the period and at the websites stated therein;
- 10.1.7 procuring that none of the Directors, the Controlling Shareholders or using its reasonable endeavour to procure their respective associates (as defined in the Listing Rules) will himself/itself (or through a company controlled by him or them), apply for Hong Kong Offer Shares either in his/its own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;
- 10.1.8 using its best endeavour to procure that none of the connected persons, existing shareholders of the Company or their respective associates (as defined in the Listing Rules) will (i) itself (or through a company controlled by it), apply for Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules or having obtained waiver or consent from the Stock Exchange, or (ii) directly or indirectly induce, fund, back, finance, or make or enter into an agreement, undertaking, indemnity or any other arrangement with any of the investors in respect of the subscription for the Offer Shares, the Company will make due and careful enquiries as to whether there is any such application or arrangement and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any connected person, existing shareholders of the Company or their close associates either in its own name or through a controlled company or nominee or any arrangement under (ii) above, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters);
- 10.1.9 where applicable, complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue, publish, distribute or otherwise make available directly or indirectly to the public any statement, announcement, press release, material, information or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters);
- 10.1.10 furnishing to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), copies of the amendment or supplement to the Prospectus, if any, signed by an authorised officer of the Company and additional copies of the Prospectus in such quantities as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), may from time to time reasonably request;

- 10.1.11 cooperating with and fully assisting, and procuring the members of the Group, the Controlling Shareholders, the substantial shareholders and associates of the Company, and using its reasonable endeavour to procure 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 Joint Bookrunners, the Joint Lead Managers, the CMI and the 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, without limitation, the CSRC Rules, the Code of Conduct and the Listing Rules; and
- 10.1.12 giving every assistance, and procuring the members of the Group, the Controlling Shareholders, the substantial shareholders and associates of the Company, and using its reasonable endeavour to procure 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 give every assistance, to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Underwriters to meet its obligations and responsibilities to provide materials, information and documents to the Stock Exchange, the SFC and the CSRC under the Code of Conduct (including without limitation all materials and information as specified under 21.3 and 21.4 thereof), the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix 6 thereof) and the CSRC Rules;
- 10.1.13 procuring that none of the Company, any other Group Company and/or using its reasonable endeavour to procure any of their respective directors, officers, employees, Affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any non-public material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any other Group Company that is not, or is not reasonably expected to be, included in each of the Prospectus, the CSRC Filings, Preliminary Offering Circular and the Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40th) day immediately following the Price Determination Date;
- 10.1.14 from the date hereof until 5:00 p.m. on the date which is the thirtieth (30th) Business Day after the Prospectus Date, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital or (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the H Shares whether as a result of consolidation, sub-division or otherwise);
- 10.1.15 procuring that all of the net proceeds received by it pursuant to the Global Offering will be used in the manner specified in the section headed "Future Plans and Use of Proceeds" in the Prospectus, unless otherwise agreed to be changed in compliance with the applicable Listing Rules and the requirements

of the Stock Exchange, provided that any such change to the use of proceeds within 12 months after the completion of the Global Offering shall be subject to the prior written consent of the Overall Coordinators and the Joint Sponsors, and the Company shall provide reasonable prior notice and the details of such change to the Overall Coordinators and the Joint Sponsors;

- 10.1.15 obtaining and maintaining all Approvals (if any) required in the PRC by the Company to acquire its required foreign currency;
- 10.1.16 complying with the Stock Exchange's rules, guidance or other regulatory requirements to publish and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and announce by way of press announcement any such information required by the Stock Exchange to be published and disseminated to the public, provided that from the date hereof until the completion of the Global Offering, no such press announcement shall be issued by the Company without having been submitted to the Joint Sponsors and the Overall Coordinators for their review not less than three Business Days prior to such issuance or such shorter period of time as is necessary for the Company to avoid violation of any law or regulation applicable to it;
- 10.1.17 unless otherwise waived or exempted by the relevant Authorities, complying 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 Governmental Authority), including, without limitation:
 - (i) 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;
 - (ii) complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Listing Rule 3A.46, including but not limited to keeping the syndicate members informed of any material changes to information provided under Listing Rule 3A.46(1) as soon as it becomes known to the Company and its directors;
 - (iii) 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;
 - (iv) keeping the Overall Coordinators informed of any material change to the information previously given to the Stock Exchange, the SFC and the CSRC under paragraph (ii) of Clause 10.1.11 above, and to enable the Overall Coordinators to provide (or procuring their provision) to the Stock Exchange, the SFC and/or the CSRC, in a timely manner, such information as the Stock Exchange, the SFC or the CSRC may require;

- (v) providing to or procuring for the Overall Coordinators all necessary consents to the provision of the information referred to in Clause 10.1.11 and this Clause to them; and
- (vi) complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct, the Listing Rules and the CSRC 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.

10.2 **Information:** provide 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 Hong Kong Underwriters all such information as known to it or which on due and careful enquiry ought to be known to the Company and whether relating to the Group or the Company, the Controlling Shareholders or otherwise as may be reasonably required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws or of the Stock Exchange or of the SFC or of the CSRC or of any other relevant Governmental Authority. The Company hereby undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to, and each of the Warranting Shareholders undertakes to procure the Company to, provide any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and the Overall Coordinators may require.

10.3 **Hong Kong Share Registrar and HK eIPO White Form Service Provider:** procure that the Hong Kong Share Registrar and the HK eIPO White Form Service Provider shall do all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein. None of the terms of the appointments of the Hong Kong Registrar and the HK eIPO White Form Service Provider shall be amended without the prior written consent of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (such consent shall not be unreasonably withheld).

10.4 **Receiving Bank and Nominee:** procure that the Receiving Bank and the Nominee shall do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated herein. None of the terms of the appointments of the Nominee and the Receiving Bank shall be amended without the prior written consent of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (such consent shall not be unreasonably withheld).

10.5 **Restrictive covenants:** not, and procure that no Group Company will:

10.5.1 at any time after the date of this Agreement up to and including the date on which all of the Conditions are fulfilled or waived in accordance with this Agreement, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time prior to or on the Listing Date;

- 10.5.2 prior to the Listing Date, enter into any commitment or arrangement which could reasonably be expected to have a Material Adverse Effect or adversely affect the Global Offering;
- 10.5.3 take any steps which would be materially inconsistent with any expression of policy, expectation or intention in the Prospectus;
- 10.5.4 amend any of the terms of the appointments of the Hong Kong Share Registrar, the Nominee, the Receiving Bank and the HK eIPO White Form Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators (such consent shall not be unreasonably withheld);
- 10.5.5 at any time after the date of this Agreement up to and including the Listing Date, if applicable, amend or agree to amend any constitutional document of the Company or any other Group Company, including, without limitation, the Articles of Association and/or the by-laws without the prior written consent of the Joint Sponsors and the Overall Coordinators (such consent shall not be unreasonably withheld), save for any amendment to reflect the change as a result of the Global Offering or as requested by the Stock Exchange, the SFC or other Government Authority which are entitled to exercise jurisdictions over the Company lawfully or pursuant to the requirements of the Listing Rules; or
- 10.5.6 without the prior written approval of the Joint Sponsors and the Overall Coordinators (on behalf of the Hong Kong Underwriters) (such approval shall not be unreasonably withheld), 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.

10.6 Maintain listing and regulatory and other compliance:

- 10.6.1 maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the Shares on the Main Board, and comply with the Listing Rules and all requirements of the Stock Exchange, the SFC and the CSRC, 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 Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 10.6.2 submit to the Stock Exchange, as soon as practicable, the declaration to be signed by the Company in the form set out in Form F published in Regulatory Forms (as defined in the Listing Rules);
- 10.6.3 procure that the audited accounts of the Company for its financial year ended December 31, 2024 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountant set out in Appendix I to the Prospectus;

- 10.6.4 comply with all applicable Laws (including, without limitation, the CSRC Archive Rules) in material aspects 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;
- 10.6.5 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation, the CSRC Rules), promptly notify the CSRC or the relevant PRC Governmental Authority and providing it with such material information in accordance with to the applicable Laws, and promptly notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) of such material information to the extent permitted by the applicable Laws;
- 10.6.6 keep the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange, or of any other relevant Authority in relation to the Global Offering, and to enable the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) to provide (or procuring their provision) to the CSRC, the Stock Exchange, or any such relevant Governmental Authority, in a timely manner, such information as the CSRC, the Stock Exchange, or any such relevant Governmental Authority may require in relation to the Global Offering;
- 10.6.7 not take, and the Warranting Shareholders shall not take, and the Company and the Warranting Shareholders shall procure the Controlling Shareholders not to take, directly or indirectly, any action which is designed to stabilise or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any securities of the Company, or facilitate the sale or resale of the Shares, in violation of the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance;
- 10.6.8 at all times adopt and uphold a securities dealing code no less exacting than the "Model Code for Securities Transactions by Directors of Listed Issuers" set out in the Listing Rules and use its best endeavours to procure that the Directors uphold, comply and act in accordance with the provisions of the same;
- 10.6.9 maintain the appointment of a compliance adviser as required by the Listing Rules;
- 10.6.10 comply with all the undertakings and commitments made by it or the Directors in the Prospectus;
- 10.6.11 pay all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC, the United

States or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement and will indemnify and hold harmless the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs against any such Tax, duty, levy, fee, charge and expense (including any interest or penalty);

10.6.12 following the Global Offering, ensure that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the Shares; and

10.6.13 comply with the provisions of Chapters 13, 14 and 14A of the Listing Rules and the provisions of the Codes on Takeovers and Mergers and Share Buy-backs to the extent applicable (unless otherwise waived or exempted by the Stock Exchange, the SFC or other relevant Government Authority).

10.7 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant and any recommend measures proposed by the Internal Control Consultant 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 of Directors with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.

10.8 **Significant changes:** If, at any time within six months after the Listing Date:

10.8.1 there is a significant change which affects or is capable of affecting any information contained in the Offering Documents; or

10.8.2 a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued; or

10.8.3 the Company enters into or intends to enter into any material agreement or commitment, and, in connection with Clauses 10.8.1 or 10.8.2 above,

then:

(a) as soon as reasonably practicable provide full particulars thereof 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;

(b) if so required by the Joint Sponsors or the Overall Coordinators, inform the Stock Exchange of such change or matter,

- (c) if so required by the Stock Exchange or the CSRC, the Overall Coordinators or the Joint Sponsors, as soon as reasonably practicable amend and/or prepare and deliver (through the Joint Sponsors) to the Stock Exchange or the CSRC for approval, documentation containing details thereof in a form agreed by the Overall Coordinators and the Joint Sponsors and publish such documentation in such manner as the Stock Exchange or the CSRC may require, or the Overall Coordinators or the Joint Sponsors may reasonably require; and
- (d) make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares,

in each case, at the Company's own expense.

The Company hereby undertakes, and each of the Warranting Shareholders undertakes to procure the Company, not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter aforesaid without the prior written consent of the Joint Sponsors and the Overall Coordinators, (for themselves and on behalf of the Hong Kong Underwriters).

For the purposes of this Clause, "**significant**" means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

10.9 **Offer of the Shares:** The Company and the Controlling Shareholders hereby undertake to 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 each of them:

10.9.2 not to, and not to permit any affiliate (as defined in Rule 501(b) of Regulation D under the Securities Act) of the Company to, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) which could be integrated with the sale of the Offer Shares in a manner which would require the registration under the Securities Act of the Offer Shares;

10.9.3 not to, and not to permit its Affiliates (as defined under Rule 501(b) of Regulation D under the Securities Act) or any person acting on its or their behalf (other than the International Underwriters) to, engage in any directed selling efforts (as that term is defined in Regulation S) with respect to Offer Shares,

10.10 **Compliance by the Company:** comply with all applicable Laws in all material respects, including, for the avoidance of doubt, the rules and regulations issued from time to time by the Stock Exchange and any other Governmental Authority.

10.11 **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 Joint Sponsors and the Overall Coordinators:** The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under this Agreement are subject to termination. If at any time prior to 8:00 a.m. on the day that trading in the H Shares commences on the Stock Exchange:

11.1.1 there develops, occurs, exists or comes into force:

- (a) any new law or regulation or any change or development involving a prospective change in existing law or regulation, or any change or development involving a prospective change in the interpretation or application thereof by any court or other competent authority in or affecting Hong Kong, the PRC, Singapore, Japan, the United States, the United Kingdom or the European Union (or any member thereof) or any other jurisdictions relevant to the Group (each a "**Relevant Jurisdiction**"); or
- (b) any change or development involving a prospective change or development, or any event or series of events likely to result in or representing a change or development, or prospective change or development, in local, national, regional or international financial, political, military, industrial, economic, currency market, fiscal or regulatory or market conditions or any monetary or trading settlement system (including, without limitation, conditions in stock and bond markets, money and foreign exchange markets and inter-bank markets, a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States or a change of the Hong Kong dollars or of the Renminbi against any foreign currencies) in or affecting any Relevant Jurisdiction; or
- (c) any event or series of events, whether in continuation, or circumstances in the nature of force majeure (including, without limitation, acts of government, labour disputes, strikes, lock-outs, fire, explosion, earthquake, flooding, tsunami, volcanic eruption, civil commotion, riots, rebellion, public disorder, acts of war (whether declared or undeclared), acts of terrorism (whether or not responsibility has been claimed), acts of God, accident or interruption in transportation, destruction of power plant, outbreak, escalation, mutation or aggravation of diseases, epidemics or pandemics including, but not limited to, SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, Ebola virus, Middle East respiratory syndrome (MERS), COVID-19 and such related/mutated forms, economic sanction, in whatever form) in or directly or indirectly affecting any Relevant Jurisdiction; or
- (d) any local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared) or other state of emergency or calamity or crisis in whatever form) political change, paralysis of government operations, interruption or delay in transportation, other industry action in or directly or indirectly affecting any Relevant Jurisdiction; or
- (e) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in any securities of any other member of the Group listed

or quoted on a stock exchange or an over-the-counter market, or trading in securities generally on the Stock Exchange, the New York Stock Exchange, the NYSE Amex, the NASDAQ Global Market, the London Stock Exchange, the Tokyo Stock Exchange, the Singapore Stock Exchange, the Shanghai Stock Exchange or the Shenzhen Stock Exchange; or

- (f) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Governmental Authority), New York (imposed at Federal or New York State level or other competent Governmental Authority), London, Singapore, the PRC, the European Union (or any member thereof), Japan or any Relevant Jurisdiction or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in any Relevant Jurisdiction; or
- (g) any (A) change or prospective change in exchange controls, currency exchange rates or foreign investment regulations (including, without limitation, a change of the Hong Kong dollars or RMB against any foreign currencies, a change in the system under which the value of the Hong Kong dollars is linked to that of the United States dollars or RMB is linked to any foreign currency or currencies), or (B) any change or prospective change in Taxation in any Relevant Jurisdiction adversely affecting an investment in the H Shares; or
- (h) the imposition of sanctions or economic sanctions or the withdrawal of trading privileges, in whatever form, in or affecting any Relevant Jurisdiction on the Company or any Group Company;
- (i) any change or development involving a prospective change which has the effect of materialisation of any of the risks set out in the section headed "Risk Factors" in the Prospectus; or
- (j) any litigation, dispute or claim being threatened or instigated against, or any Governmental Authority or any regulatory body or organisation in any Relevant Jurisdiction commencing any investigation, action or proceedings, or announcing an intention to investigate or take other action or proceedings, the Company, any Group Company, any Director, any Supervisor or any Controlling Shareholders, or any litigation, dispute or claim being threatened or instigated which would affect the operation, financial condition, reputation or composition of the board of the Group; or
- (k) any contravention of the Companies Ordinance, the PRC Company Law, the Listing Rules or any other Law by the Company, any Group Company, any Director, any Supervisor or any Controlling Shareholders; or
- (l) any of the Supervisors or the chief financial officer of the Company vacating his or her office; or
- (m) any of the Supervisors or the chief financial officer of the Company being charged with an indictable offence or prohibited by operation of Laws or otherwise disqualified from taking part in the management of a company or the commencement by any governmental, political, regulatory body of any action

against any of them or any announcement by any governmental, political, regulatory body that it intends to take any such action; or

- (n) non-compliance of the Prospectus, the CSRC Filings or any other documents used in connection with the contemplated subscription and sale of the Offer Shares or any aspect of the Global Offering with the Listing Rules, the CSRC Rules or any other applicable Law; or
- (o) any order or petition for, or any demand by creditors for repayment of indebtedness or a petition being presented for the winding-up or liquidation of any Group Company, or any Group Company making any composition or arrangement with its creditors or entering into a scheme of arrangement or any resolution being passed for the winding-up of any Group Company or a provisional liquidator, receiver or manager being appointed over all or part of the assets or undertaking of any Group Company or anything analogous thereto occurs in respect of any Group Company;

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters): (A) has or will have or may have Material Adverse Effect or material adverse effect to any present or prospective shareholder of the Company in its capacity as such; or (B) has or will have or may have a material adverse effect on the success of the Global Offering or the level of Offer Shares being applied for or accepted or subscribed for or purchased or the distribution of Offer Shares and/or has made or is likely to make or may make it impracticable or inadvisable or incapable for any material part of this Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged; or (C) makes or will make it or may make it impracticable or inadvisable or incapable to proceed with the Hong Kong Public Offering and/or the Global Offering or the delivery of the Offer Shares on the terms and in the manner contemplated by the Prospectus, the Formal Notice, the Preliminary Offering Circular or the Offering Circular; or (D) would have or may have the effect of making a part of this Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents 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 Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

- (a) that any statement contained in the Offering Documents and/or any notices, announcements, advertisements, communications issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) was or has become untrue, incomplete, incorrect in any material respect or misleading or any forecasts, estimate, expressions of opinion, intention or expectation expressed in the Offering Documents and/or any notices, announcements, advertisements, communications so issued or used are not fair and honest and made on reasonable grounds or, where appropriate, based on reasonable assumptions, when taken as a whole; 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, not having been disclosed in the Offering Documents, constitutes a material omission therefrom; or
- (c) either (i) there has been a material breach of any of the undertakings and provisions of either this Agreement or the International Underwriting Agreement by any of the Warrantors or (ii) any of the undertakings given by the Warrantors in this Agreement or the International Underwriting Agreement, as applicable, is (or would when repeated be) untrue, incorrect, incomplete in any material respects or misleading; or
- (d) any breach of, or any event or matter or arising or has been discovered, or circumstance rendering untrue, inaccurate, incorrect, incomplete or misleading in any respect, any of the representations, warranties and undertakings given by the Warrantors in this Agreement or the International Underwriting Agreement, as applicable; or
- (e) any of the Directors or the chief executive officer of the Company vacating his or her office; or
- (f) any of the Directors or the chief executive officer of the Company being charged with an indictable offence or prohibited by operation of Laws or otherwise disqualified from taking part in the management of a company or the commencement by any governmental, political, regulatory body of any action against any of them or any announcement by any governmental, political, regulatory body that it intends to take any such action; or
- (g) any event, act or omission which gives or is likely to give rise to any liability of the Warrantors pursuant to the indemnities given by the Warrantors under this Agreement; or
- (h) any material breach of any of the obligations of the Warrantors under this Agreement or the International Underwriting Agreement; or
- (i) a material portion of the orders in the bookbuilding process at the time of the International Underwriting Agreement is entered into, or the investment commitments by any cornerstone investors after signing of agreements with such cornerstone investors, have been withdrawn, terminated or cancelled; or
- (j) the issue or requirement to issue by the Company of a supplemental or amendment to the Prospectus, Preliminary Offering Circular or Offering Circular or other documents in connection with the offer and sale of the H Shares pursuant to the Companies Ordinance, Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange, the SFC or the CSRC; or
- (k) any expert whose consent is required for the issue of the Prospectus with the inclusion of its reports, letters or opinions and references to its name included

in the form and context in which it respectively appears, has withdrawn its respective consent prior to the issue of the Prospectus; or

- (l) any material adverse change or prospective material adverse change or development involving a prospective material adverse change in the assets, business, general affairs, management, shareholder's equity, earnings, profits, losses, properties, results of operations, business prospects, financial or trading position, financial or trading position or condition (financial or otherwise) or prospects of the Group, as a whole; or
- (m) a prohibition on the Company for whatever reason from allotting, issuing or selling the H Shares (including the Offer Size Adjustment Option Shares (if any)) pursuant to the terms of the Global Offering; or
- (n) Admission is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the Admission is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (o) the Company has withdrawn the Offering Documents (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering;

then the Joint Sponsors and the Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters), in their sole and absolute discretion and upon giving notice in writing to the Company, terminate the Hong Kong Underwriting 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, 7.6, 9, 13 to 19 and any rights or obligations which may have accrued under this Agreement prior to such termination;

11.2.2 with respect to the Hong Kong Public Offering, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.4 and/or by the Overall Coordinators pursuant to Clause 4.8 and/or by successful applicants under valid applications under the Hong Kong Public Offering shall be refunded as soon as reasonably practicable (in the latter case, the Company shall procure that the Hong Kong Share Registrar and the Nominee dispatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar Agreement and the Receiving Bank Agreement); and

11.2.3 notwithstanding anything to the contrary under this Agreement, if this Agreement is terminated in accordance with this Clause 11, the Company shall as soon as reasonably practicable within 14 Business Days pay to the Overall Coordinators the fees, costs, charges and expenses set out in Clauses 7.4 and 7.5 and the Overall Coordinators may, in accordance with the provisions herein, instruct the Nominee to make such (or any part of such) payments out of the

interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the 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 that except pursuant to the Global Offering (including pursuant to the Offer Size Adjustment Option), at any time during the period commencing on (and inclusive of) the date of this Agreement and ending (and inclusive of) 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 Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (such consent shall not be unreasonably withheld) 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, any legal or beneficial interest in the share capital or any other equity securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represents the right to receive, or any warrants or other rights to purchase any share capital or other securities of the Company or such other member of the Group, as applicable), or deposit any share capital or other equity securities of the Company, as applicable, with a depository in connection with the issue of depository 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 H Shares or any other equity securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any H Shares or any other equity securities of the Company; or

12.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 12.1.1 or 12.1.2 above; or

12.1.4 offer to or agree to do any of the foregoing or announce any intention to do so, in each case, whether any of the foregoing transactions is to be settled by delivery of share capital or such other equity 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 it will not create a disorderly or false market for any H Shares or other equity securities of the Company.

Each of the Warranting Shareholders undertakes to each of the Overall Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to use its/his best endeavours to procure the Company and each other member of the Group to comply with the undertakings in this Clause 12.1.

12.2 **Lock-up on the Warranting Shareholders:** The Warranting Shareholders hereby jointly and severally agree and undertake to each of the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters that, and agree and undertake to procure each of the Controlling Shareholders that except pursuant to the Global Offering (including pursuant to the Offer Size Adjustment Option), without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

12.2.1 during the First Six-Month Period, none of them will, and each of them will procure that the relevant registered holder(s) will not:

- (i) offer, accept subscription for, pledge, charge, allot, issue, sell, lend, mortgage, assign, contract to allot, issue or sell, sell any option or contract to purchase, purchase any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of, or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase any Shares or other securities of the Company, as applicable, or any interest in any of the foregoing (including, but not limited to, any securities that are 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 other securities of the Company, as applicable, or deposit any share capital or other securities of the Company, as applicable, with a depository in connection with the issue of depository receipts) legally or beneficially owned by it/him as at the Listing Date (the "**Locked-up Securities**"); or
- (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of such Locked-up Securities, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any such Locked-up Securities); or

(iii) enter into any transaction with the same economic effect as any transaction specified in Clause 12.2.1(i) or 12.2.1(ii) above; or

(iv) offer to or agree to do any of the foregoing or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of Shares or such other securities, in cash or otherwise (whether or not the settlement or delivery of such Shares or other securities will be completed within the First Six-Month Period);

12.2.2 during the Second Six-Month Period, it/he will not enter into any transaction described in Clauses 12.2.1(i), 12.2.1(ii) or 12.2.1(iii) above or offer, agree or contract to or publicly announce any intention to enter into any such transaction, if, immediately following such transaction, it/he will cease, whether individually or collectively with the other Controlling Shareholders, to be a "controlling shareholder" (as the term is defined under the Listing Rules) of the Company; and

12.2.3 until the expiry of the Second Six-Month Period, in the event that it enters into any of the transactions specified in Clauses 12.2.1(i), 12.2.1(ii) or 12.2.1(iii) above or offers to or agrees to or announces any intention to effect any such transaction, he/it will take all reasonable steps to ensure that he/it will not create a disorderly or false market in the securities of the Company.

12.3 **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 Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters that it will, and each of the Warranting Shareholders undertakes to use his or its best endeavours to procure that the Company will, comply with the minimum public float requirements specified in the Listing Rules or any waiver granted and not revoked by the Stock Exchange (the "**Minimum Public Float Requirement**"), and it will not effect any purchase of the H Shares, or agree to do so, which may reduce the holdings of the H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

12.4 **Full force:** The undertakings in this Clause 12 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed.

13 ANNOUNCEMENTS

13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be made or despatched by any of the Company and the Warranting Shareholders (or by any of its Directors, Supervisors, officers, employees, consultants, advisers or agents) during the period of six (6) months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the

Hong Kong Underwriters) (such consent shall not be unreasonably withheld) except in the event and to the extent that any such announcement is required by applicable Laws or required by any Governmental Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the SFC and the CSRC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after consultation with the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and offer the Joint Sponsors and the Overall Coordinators have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the issuers thereof.

13.2 **Discussion with the Joint Sponsors and the Overall Coordinators:** The Company undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will, and each of the Warranting Shareholders undertakes to procure that the Company will, discuss with the Joint Sponsors and the Overall Coordinators any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, within six months following the date of Prospectus.

13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering or the termination of this Agreement. The Company and the Warranting Shareholder shall procure compliance by the Group and its Affiliates with the provisions of this Clause 13.

14 CONFIDENTIALITY

14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that their respective Affiliates, directors, officers, employees, consultants, advisers or agents will, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.

14.2 **Exceptions:** Any party hereto may disclose, or permit its Affiliates, its and their respective directors, officers, employees, assignees, advisers, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:

14.2.1 required by applicable Laws;

14.2.2 required, requested or otherwise compelled by any Governmental Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the SFC and the CSRC, whether or not the requirement 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 advisors, auditors and internal auditors of such party;

14.2.5 the information has come into the public domain through no fault of such party;

14.2.6 required or requested by any Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter or any of its Affiliates for the purpose of the Global Offering;

14.2.7 required by any Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter or any of its 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 own regulatory obligations; or

14.2.8 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)), such approval not to be unreasonably withheld;

provided that, in the case of Clause 14.2.3, any such information disclosed shall be disclosed only after consultation with the other parties.

14.3 **Full force:** The restrictions contained in this Clause 14 shall continue to apply notwithstanding the termination of this Agreement or the completion of the Global Offering.

15 TIME OF THE ESSENCE

Save as otherwise expressly provided herein including without limitation the right of the Joint Sponsors and the Overall Coordinators hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.

16 INVALIDITY

If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

17 NOTICES

17.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.

17.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 17.3 and if so addressed, shall be deemed to have been duly given or made as follows:

17.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

17.2.2 if sent by post, two Business Days after the date of posting;

17.2.3 if sent by airmail, five Business Days after the date of posting;

17.2.4 if sent by email, at the earlier of (i) the time the recipient acknowledges receipt; and (ii) 24 hours after transmission, unless the sender receives notification that the email has not been successfully delivered; or

17.2.5 if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

17.3 **Details of contact:** The relevant address and facsimile number of each of the parties hereto for the purpose of this Agreement, subject to Clause 17.4, are as follows:

If to the Company:

Address: No. 32, Xinglin Road
Medical High-tech Zone
Taizhou, Jiangsu
PRC
Fax: N/A
Email: sd@abbbio.com.cn
Attention: Xia Tingting

If to Mr. An and Jiangsu Tiaoyu:

Address: No. 32, Xinglin Road
Medical High-tech Zone
Taizhou, Jiangsu
PRC
Fax: N/A
Email: anyoucai@abbbio.com.cn
Attention: Mr. An Youcai

If to Mr. He:

Address: No. 32, Xinglin Road
Medical High-tech Zone
Taizhou, Jiangsu
PRC
Fax: N/A
Email: heyiming@abbbio.com.cn
Attention: Mr. He Yiming

If to CITICS:

Address: 18/F, One Pacific Place
88 Queensway, Hong Kong
Fax: N/A
Email: projectpecw@clsa.com;
project_pecw@citics.com
Attention: Project PECW Deal Team

If to **CLSA**:
Address: 18/F, One Pacific Place
88 Queensway, Hong Kong
Fax: N/A
Email: projectpecw@clsa.com;
project_pecw@citics.com
Attention: Project PECW Deal Team

If to **CMBI**:
Address: 45/F, Champion Tower
3 Garden Road, Central, Hong Kong
Fax: +852 3900 0865
Email: ecms@cmbi.com.hk
Attention: CMBI Equity Capital Markets

If to any of the other Hong Kong Underwriters, at their respective addresses and fax numbers, and for the attention of the person set opposite its name in SCHEDULE 2, respectively.

17.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or facsimile number for the purposes of Clause 17.3, provided that such notification shall only be effective on:

17.4.1 the date specified in the notification as the date on which the change is to take place; or

17.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

18 GOVERNING LAW, DISPUTE RESOLUTION AND IMMUNITY

18.1 **Governing law:** This Agreement, including this dispute resolution Clause, shall be governed by and construed in accordance with the laws of Hong Kong.

18.2 **Arbitration:** Any dispute, controversy or claim arising out of or relating to this Agreement including any question regarding its existence, validity, interpretation, performance, breach or termination, or any dispute regarding pre-contractual or non-contractual rights or obligations arising out of or relating to it (a "**Dispute**") shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") in accordance with the HKIAC Administrated Arbitration Rules in force when the Notice of Arbitration is submitted accordingly (the "**Rules**"), which Rules are deemed to be incorporated by reference into this Clause and as may be amended by the rest of this Clause. The seat of arbitration shall be Hong Kong. This arbitration agreement shall be governed by the laws of Hong Kong.

18.2.1 The arbitral tribunal ("**Tribunal**") shall be composed of three arbitrators to be appointed in accordance with the Rules.

18.2.2 When any dispute is under arbitration, those provisions of this Agreement not in dispute shall remain effective. The parties shall continue to fulfil their respective obligations under this Agreement accordingly.

18.2.3 The language to be used in the arbitral proceedings shall be English.

18.2.4 Any award of the Tribunal shall be made in writing and shall be final and binding upon all the parties.

18.2.5 Nothing in this Clause 18.2 shall be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.

18.3 **Joinder of proceedings:** Notwithstanding Clause 18.2, each of the Joint Sponsors, Sponsor-OCs, Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMI's and Hong Kong Underwriters shall have the sole and absolute right, in circumstances in which it becomes or is joined as a defendant or third party in any proceedings in any court of competent jurisdiction, to join the Company and/or the Warranting Shareholders as a party to those proceedings or otherwise pursue claims against the Company and/or the Warranting Shareholders in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise). If proceedings in any court are commenced against the Company or the Warranting Shareholders, or the Company or the Warranting Shareholders is joined to proceedings in any court, in accordance with this Clause 18.3 ("**Court Proceedings**"), no arbitration shall be commenced or continued by any party under Clause 18.2 in respect of a dispute about the same subject matter or arising from the same facts and circumstances or involving the same question of law as the Court Proceedings until the Court Proceedings have been finally determined. The taking of proceedings in the courts of any one or more jurisdictions under this Clause 18.3 shall not preclude the taking of proceedings in the courts of any other jurisdiction, whether concurrently or not, to the extent permitted by the Laws of that jurisdiction.

18.4 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction in which proceedings are taken under Clause 18.3 in relation to a dispute. Additionally, each of the parties irrevocably submits to the jurisdiction of the courts of Hong Kong to support and assist any arbitration commenced under Clause 18.2, including if necessary the grant of ancillary, interim or interlocutory relief pending the outcome of such arbitration.

18.5 **Waiver of objection to jurisdiction:** Each of the Company and the Warranting Shareholders irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereinafter have to the laying of the venue of any proceedings in any court of competent jurisdiction (including but not limited to any objection of forum non conveniences) and further irrevocably agrees that any judgment or order of any court in any proceeding arising out of or in connection with this Agreement shall be conclusive and binding upon it, and to the extent permitted by applicable Law may be enforced in the courts of any other jurisdiction.

18.6 **Service of documents:** Without prejudice to the provisions of Clause 18.7, each of the parties unconditionally and irrevocably agrees that any writ, judgment or other document required to be served on it in relation to any proceedings shall, to the fullest extent permitted by applicable Laws, be validly and effectively served on it if delivered

to its address referred to in Clause 17.3 and marked for the attention of the person referred to in that Clause or to such other person or address in Hong Kong as may be notified by the party (as the case may be) to the other parties hereto pursuant to the provisions of Clause 17.3 or Clause 18.7. These documents may, however, be served in any other manner allowed by Law.

18.7 **Process agent:** The Company has established a place of business in Hong Kong at 40th Floor, Dah Sing Financial Centre, 248 Queen's Road East, Wanchai, Hong Kong, and has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance. The Company and the Warranting Shareholders have appointed Ms. Lin Sio Ngo (the "**Process Agent**") as the authorized representative of the Company and the Warranting Shareholders for the acceptance of service of process (which includes service of all and any documents relating to any proceedings) and any notices to be served on the Company and the Warranting Shareholders in Hong Kong. Service of process upon the Company and the Warranting Shareholders by service upon the Process Agent in its capacity as agent for the service of process for the Company and the Warranting 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 Company and the Warranting Shareholders. If for any reason the Process Agent shall cease to be agent for the service of process for the Company and the Warranting Shareholders, the Company or the Controlling Shareholders shall promptly notify the Joint Sponsors and the Overall Coordinators and within 30 days appoint a new agent for the service of process in Hong Kong acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment as soon as reasonably practicable, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of the Company or the Warranting Shareholders, and such appointment shall be effective upon the giving of notice of such appointment to the Company or the Warranting Shareholders. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Laws. Where pursuant to Clause 18, proceedings are taken against the Company or the Warranting Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Warranting Shareholders shall forthwith appoint an agent for the service of process (which includes service of all and any documents relating to such proceedings) in that jurisdiction acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days of such appointment, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company or the Warranting Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company or the Warranting Shareholders. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by Laws.

18.8 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company or the Warranting Shareholders has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or other instrument) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction

of any court, from service of process, from attachment to or in aid of execution of any judgment, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Company and the Warranting Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

- 18.9 **Representations in relation to immunity:** Each of the Company and the Warranting Shareholders represents, warrants and undertakes 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 Hong Kong Underwriters and each of them that: (a) within its authorised scope of business, it is controlled and managed independently of any Governmental Authority of the PRC and it is able to exercise independent powers of its own, and does not have as its objects or perform any function which is of the nature or type associated with any Governmental Authority of the PRC; and (b) the execution and performance of this Agreement by the Company and the Warranting Shareholders constitute acts done and performed only for private and commercial purposes.

19 MISCELLANEOUS

- 19.1 **Assignment:** Subject to Clause 3, no party hereto shall assign or transfer all or any part of any benefit of, or interest or right in, this Agreement, or any benefit, interest, right or obligation arising under this Agreement without the consent of the other parties hereto, provided that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters may at any time assign to any of their respective Affiliates, any person who has the benefit of the indemnities in Clause 9 and any of their respective successor entities the benefits of and interests and rights in or arising under this Agreement. Obligations under this Agreement shall not be assignable.
- 19.2 **Release or compromise:** Each party may release, compound or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to this Agreement or otherwise) or any announcement, issue or publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors and the Overall Coordinators to terminate this Agreement (for

themselves and on behalf of the Hong Kong Underwriters) or prejudice any other rights of the Joint Sponsors, the Joint Global Coordinators, 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).

- 19.3 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, 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). The Company and the Warranting Shareholders agree and acknowledge that any consent by, or knowledge of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters or any of them, to the delivery to investors of any amendments or supplements to any of the Offering Documents subsequent to its distribution will not (i) constitute a waiver of any Condition or (ii) result in the loss of any right by the Joint Sponsors and the Overall Coordinators to terminate this Agreement (for themselves and on behalf of the Hong Kong Underwriters) or prejudice any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters or any of them, as the case may be, under this Agreement, and (iii) have the effect of amending or updating any of the Warranties.
- 19.4 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 19.5 **Entire agreement:** This Agreement, and in the case of the Joint Sponsors, the Overall Coordinators, the Sponsor-OCs and the CMI, also together with the respective engagement letters between the Company and each of the Joint Sponsors, the Overall Coordinators, the Sponsor-OCs and the CMI (“**Engagement Letters of the Syndicate**”), only in their respective capacity as a Joint Sponsor, an Overall Coordinator, a Sponsor-OC and a CMI, constitutes the entire agreement amongst the Company, the Warranting Shareholders, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes (other than the engagement letters between the Company and each of the Joint Sponsors) any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement at any time prior to the execution of this Agreement (the “**Pre-contractual Statements**”). Each party hereto acknowledges that in entering into this Agreement on the terms set out in this Agreement, it is not relying upon any Pre-contractual Statement which is not expressly set out herein or the documents referred to herein. No party shall have any right of action (except in the case of fraud) against any other party to this Agreement arising out of or in connection with any Pre-contractual Statement except to the extent that such

Pre-contractual Statement is incorporated into this Agreement or the documents referred to herein. If any term of this Agreement is inconsistent with that of any of the Engagement Letters of the Syndicate, as between the parties to such engagement letter, the term in this Agreement shall prevail.

- 19.6 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to clause 19.12.2, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.
- 19.7 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
- 19.8 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the "**judgment currency**") other than Hong Kong dollars, the Indemnifying Parties will indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of the Indemnifying Parties 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.
- 19.9 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each of the Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMIs and Hong Kong Underwriters (other than the Overall Coordinators) hereby authorises the Overall Coordinators to act on behalf of all the Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMIs and Hong Kong Underwriters in their sole discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMIs and the Hong Kong Underwriters or any of them under this Agreement and authorises the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 19.10 **Taxation:** All payments to be made by the Company to the Joint Sponsors and the Hong Kong Underwriters under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes. If any Taxes are required by law to be deducted or withheld in connection with such payments, the Company will, and the Warranting Shareholders shall procure that the Company will, increase the amount paid and/or to be paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable. If any of the other parties is required by any Governmental Authority to pay any Taxes as a result of this Agreement, the Company will, and the Warranting Shareholders shall procure that the Company will, pay an additional amount to the such party so that the full amount of such payments as agreed in this Agreement to be paid

to such party is received by such party and will further, if requested by such party, use its reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (a) making filings and submissions on such basis and such terms as such party may reasonably request, (b) promptly making available to such party notices received from any Governmental Authority, and (c) subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant Governmental Authority in settlement of such Taxes. For the avoidance of doubt, each of the Joint Sponsors and the Hong Kong Underwriters shall be solely and severally responsible for discharging its own applicable Taxes in their respective applicable jurisdictions and pay any income or profit tax on net income in respect of any fees payable by the Company to the Joint Sponsors and the Hong Kong Underwriters in connection with the Global Offering.

- 19.11 **Officer's Certificates:** Any certificate signed by any officer of the Company 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 or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Joint Sponsors, each Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Underwriter. Any certificate signed by the Warranting Shareholders 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 or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by that Warranting Shareholder, as to matters covered thereby, to the Joint Sponsors, each Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Underwriter.
- 19.12 **Right of Third Parties:** A person who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Right of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 19.12:
- 19.12.1 Indemnified Parties may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement. An assignee pursuant to Clause 19.1 may enforce and rely on this Agreement as if it were a party; and
- 19.12.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 19.12.1.
- 19.13 **No right of contribution:** Each of the Warranting Shareholders hereby irrevocably and unconditionally:
- 19.13.1 waives any right of contribution or recovery or any claim, demand or action it may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against it, or any loss or damage or liability suffered or incurred by it, whether alone or jointly with the Company or any other person, as the case

may be, in consequence of it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

19.13.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to it whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and

19.13.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters and other Indemnified Parties against it under this Agreement) not to make any claim against any director, supervisor, officer or employee of the Company or of any member of the Group on whom it may have relied on before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.

19.14 **Professional Investors:** Each of the Company and the Warranting Shareholders has read and understood the Professional Investor Treatment Notice set forth in SCHEDULE 7 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 Warranting Shareholders, and “we” or “us” or “our” shall mean the Overall Coordinators (for themselves and on behalf of the Underwriters).

19.15 **Language:** This Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Agreement and any translation, the English language version shall prevail.

19.16 **Further Assurance:** The Warrantors shall from time to time, on being required to do so by the Joint Sponsors and 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 the Overall Coordinators may require to give full effect to this Agreement and secure to the Joint Sponsors and the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

19.17 **Survival:** The provisions in this Clause 19 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

SCHEDULE 1

THE WARRANTING SHAREHOLDERS

Warrantors	Address	Email
Mr. AN Youcai (安有才)	PRC citizen with ID number of 130302196610062213 and whose address is at Room 3204, Block 32, Huarun International Garden, Hailing District, Taizhou, Jiangsu, PRC	anyoucai@abbbio.com.cn
Jiangsu Tiaoyu Science and Trade Co., Ltd. (江蘇棗宇科貿有限公司) ("Jiangsu Tiaoyu")	Room 308, 3/F, Block 1, Hengxin Kechuang Town, Lincheng Street, Xinghua, Taizhou, Jiangsu, PRC	742848036@qq.com
Mr. He Yiming (何一鳴)	PRC citizen with ID number of 341222199008080375 and whose address is at Room 1202, Block 1, Tianluhu Garden, Medical High-tech Zone, Taizhou, Jiangsu, PRC	heyiming@abbbio.com.cn

SCHEDULE 2

THE HONG KONG UNDERWRITERS

Hong Kong Underwriters	Address	Hong Kong Underwriting Commitment (number of Hong Kong Offer Shares)	Proportion by way of percentage
CLSA Limited	18/F, One Pacific Place, 88 Queensway, Hong Kong	See below	See below
CMB International Capital Limited	45/F, Champion Tower, 3 Garden Road, Central, Hong Kong	See below	See below
Livermore Holdings Limited	Unit 1214A, 12/F, Tower II Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong	See below	See below
Funde Securities Limited	Unit 2203, 22/F, Tower 1, Admiralty Centre, 18 Harcourt Road, Admiralty, Hong Kong	See below	See below
Aristo Securities Limited	Room B, 11/F, Golden Star Building, 22 Lockhart Road, Wan Chai, Hong Kong	See below	See below
BOCI Asia Limited	26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong	See below	See below
ICBC International Securities Limited	37/F, ICBC Tower, 3 Garden Road, Hong Kong	See below	See below
Total:		3,344,400	100.00%

The Hong Kong Public Offering Underwriting Commitment shall be determined in the matter set out below:

$$A = B/C \times 3,344,400$$

Where:

"A" is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that any fraction of a Share shall be rounded down to the nearest whole number of a Share;

"B" is the aggregate number of Firm Shares and Option Shares (each as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

"C" is the aggregate number of Firm Shares and Option Shares which all the Hong Kong Underwriters have agreed to purchase or procure.

SCHEDULE 3
THE WARRANTIES

Part A

Representations and Warranties Given by the Warrantors

Each of the Warrantors jointly and severally represents and warrants to, and agrees with, each of the Joint Sponsors, Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters as follows:

(a) (A) none of the Hong Kong Public Offering Documents or the Preliminary Offering Circular contained or will contain an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and (B) no individual Supplemental Offering Material conflicted or will conflict with the Hong Kong Public Offering Documents (as used herein, “**Supplemental Offering Material**” means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares including without limitation, any roadshow material and press releases relating to the Offer Shares that constitutes such written communication, other than the Hong Kong Public Offering Documents or amendments or supplements thereto);

(b) all information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) which is disclosed or made available by or on behalf of the Company, its Subsidiary (as defined below), the Warranting Shareholders, and/or any of their respective supervisors, directors, officers, employees, Affiliates or agents to the Stock Exchange, the SFC, the CSRC, any other applicable Governmental Authority, the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries, the Reporting Accountant (as defined below), the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisors for the Company, the Overall Coordinators or the Capital Market Intermediaries for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including, without limitation, for the purpose of replying to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any other applicable Governmental Authority) (including, without limitation, the answers and documents contained in or referred to in the Verification Notes, and the information, answers and documents used as the basis of information contained in the Hong Kong Public Offering Documents or the Preliminary Offering Circular or provided for or in the course of due diligence or the discharge by the Joint Sponsors of their obligations as sponsors under the Listing Rules, information and documents provided for the discharge by the Underwriters, the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as an Underwriter, an Overall Coordinator and/or a Capital Market Intermediary under the Code of Conduct, the Listing Rules and other applicable Laws (including the CSRC Rules) and the responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any applicable Governmental Authority and the information contained in the roadshow materials and press releases) was so disclosed or made available in full and in good faith and was when given and, except as subsequently disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or otherwise notified to the Stock Exchange, the SFC, the CSRC and/or any other applicable Governmental Authority, as applicable, remains complete, true and accurate in all material respect and not misleading; there is no other information which has not been provided the result

of which would make the information so disclosed or made available misleading in any respect; all forecasts and estimates so disclosed or made available have been made after due, careful and proper consideration and, where appropriate, are based on assumptions referred to in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and the CSRC Filings (to the extent there are any) and represent reasonable and fair expectations held based on facts known to the Company or its directors or the Warranting Shareholders; Each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading.

(c) the Company (including, without limitation, its agents and representatives, other than the Underwriters in their capacity as such) (A) has not made, used, prepared, authorized, approved or referred to any Supplemental Offering Material and (B) will not prepare, make, use, authorize, approve or refer to any Supplemental Offering Material, in each case, without the prior consent of the Joint Global Coordinators and the Overall Coordinators;

(d) all statements or expressions of opinion or intention, forward-looking statements and estimates (including, without limitation, the statements regarding the sufficiency of working capital, industry information as set out in the "Industry Overview" section of the Hong Kong Public Offering Documents and Preliminary Offering Circular, future plans, use of proceeds, critical accounting policies, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the CSRC Filings, the Hong Kong Public Offering Documents and the Preliminary Offering Circular, at and as of the date of this Agreement and at all other times when the warranties are repeated pursuant to this Agreement, are and will remain fairly and honestly made in good faith on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds or assumptions are and will remain fairly and honestly held in good faith by the Company and its directors and the Warranting Shareholders and there are and will be no other facts known or which could have been known to the Company or its directors or the Warranting Shareholders the omission of which would make any such statement or expression misleading;

(e) each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular contains or includes (A) all material information and particulars required to comply with all statutory and other provisions, including without limitation, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the PRC Companies Law, the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (amended from time to time) and the listing decisions, guidelines and other requirements of the Stock Exchange (collectively, the "**Listing Rules**"), CSRC Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Stock Exchange (unless any such requirement has been waived or exempted by the relevant Governmental Authority); 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 business, condition (financial or other), activities, assets and liabilities, financial position, profits and losses, management and prospects of the Group, taken as a whole, and of the rights attaching to the H Shares. All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice and the OC Announcement and all filings and submissions provided by or on behalf of the Company, any other member of the Group and/or the Warranting Shareholders or any of their respective supervisors, directors, officers, employees, Affiliates, representatives or agents (other than the Underwriters in their capacity as such), to the CSRC, the SEHK, the SFC and/or any other applicable Authority) have

complied or will comply with all applicable Laws and all statements of fact contained therein are and will be true, accurate and complete and not misleading

(f) the application proof and the PHIP are in compliance with and have included appropriate warning and disclaimer statements for publication as required in Chapter 6.4 of the Guide for New Listing Applicants (as amended and updated from time to time);

(g) as of the date of this Agreement, the Company has the registered and issued share capital as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; all of the issued share capital of the Company (A) have been duly registered and validly issued and are fully paid and non-assessable; (B) are owned by the existing shareholders in the amounts specified in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (C) have been issued in compliance with all applicable Laws; (D) were not issued in violation of any preemptive right, resale right, right of first refusal or similar right; and (E) are not subject to any security interest or other Encumbrance or adverse claims;

(h) the Company (A) has been duly established, incorporated, registered or organized and is validly existing in good standing under the Laws of the PRC, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (B) is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise); and (C) is capable of suing and being sued in its own name, and the articles of association and other constitutive documents and the business license (if applicable) of the Company comply with the requirements of the Laws of the PRC and are in full force and effect;

(i) the Company has full right, power and authority (corporate and other) to execute and deliver each of this Agreement, the International Underwriting Agreement and the Related Agreements (as defined below) and to perform its obligations hereunder and thereunder and to issue, sell and deliver the Offer Shares as contemplated herein; the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the articles of association and other constitutive documents and the business license of the Company comply with the Laws of Hong Kong (including, without limitation, the Listing Rules) where applicable;

(j) save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no person, individually or together with his, her or its Affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the U.S. Securities Exchange Act of 1934, as amended (the “**Exchange Act**”)), ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong) (the “**Securities and Futures Ordinance**”)) in no less than 5% of any class of the Company’s share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise;

(k) (A) “History, Development and Corporate Structure — Our Subsidiary” and “Appendix I – Accountants' Report – Particulars of Subsidiary and Investment in a Subsidiary” of the Hong Kong Public Offering Documents and the Preliminary Offering Circular sets forth a subsidiary of the Company (the “**Subsidiary**”) and the Company’s interest therein; the Company has no material subsidiaries, jointly-controlled companies, consolidated affiliated

entities and associated companies other than the one as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Appendix I – Accountants’ Report” and “History, Development and Corporate Structure”; (B) the Company owns all the issued or registered share capital or other equity interests of or in its Subsidiary as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; the registered capital (in the form of shares or otherwise) of the Subsidiary of the Company has been duly and validly issued and fully paid up with all contributions to such registered capital having been paid within the time periods prescribed under applicable Laws and all payments of such contributions having been approved by the applicable Government Authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and is owned by the Company subject to no security interest or other Encumbrance or adverse claims; (C) other than the share capital or other equity interests of or in its Subsidiary, the Company does not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any corporation, firm, partnership, joint venture, association or other entity; and (D) no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into share capital or other equity interests of or in each of the Company and its Subsidiary are outstanding;

(l) the Subsidiary (A) has been duly established, incorporated, registered or organized and is validly existing in good standing under the Laws of the PRC, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (B) is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise), and (C) is capable of suing and being sued in its own name; the articles of association and other constitutive documents and the business license of the Subsidiary of the Company comply with the requirements of the Laws of PRC are in full force and effect. Except as set out in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the Subsidiary does not have loans to any of its shareholders. The Subsidiary does not have any liabilities (contingent or otherwise) which are material to the financial position, business or operations of the Group as a whole;

(m) all Approvals and Filings with any Governmental Authority with respect to the establishment of the Company, its Subsidiary and the Warranting Shareholders have been duly and validly made or obtained; the Company and its Subsidiary have received all requisite certifications from each applicable PRC Government Authority and has duly and timely submitted its annual filings on the National Enterprise Credit Information Publicity System of the State Administration for Market Regulation of the PRC (the “SAMR”) and made such annual filings publicly available, without being found to have any deficiency by the SAMR and its local branches or counterparts and each of the Company and its Subsidiary has timely received all requisite certifications from each applicable Governmental Authority (as used herein, “**Approvals and Filings**” means any approvals, licenses, consents, authorizations, permits, permissions, clearances, certificates, orders, concessions, qualifications, registrations, declarations and/or filings);

(n) neither the Company nor its Subsidiary has conducted, is conducting or proposes to conduct any business, has acquired or proposes to acquire any property or asset or has

incurred or proposed to incur any liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Group but which is not directly or indirectly related to the business of the Group taken as a whole, as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

(o) as of the Listing Date, the Company will have the registered and issued share capital as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Share Capital”; assuming the full exercise of the Offer Size Adjustment Option (if any) as of the relevant Additional Time of Delivery, the Company will have the registered and issued share capital as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Share Capital”; the share capital of the Company, including the Offer Shares, and the share capital of the Subsidiary of the Company, conform to each description thereof contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and each such description is complete, true and accurate and not misleading;

(p) the Offer Shares have been duly and validly authorized and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly allotted, registered and issued, fully paid and non-assessable, free of any Encumbrance; the Offer Shares will have attached to them the rights and benefits specified in the Company’s articles of association as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and, in particular, will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under all applicable Laws; the Offer Shares will be freely transferable by the Company to or for the account of the Hong Kong Underwriters and the subsequent purchasers and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the PRC or Hong Kong or the articles of association or other constitutive documents or the business license of the Company or any agreement or other instrument to which the Company is a party; no holder of the Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of any of the Company’s liabilities or obligations by reason of being such a holder;

(q) each of this Agreement, the International Underwriting Agreement, the price determination agreement between the Company and Overall Coordinators, on behalf of the Hong Kong Underwriters, to be dated or around August 6, 2025 (the “**Price Determination Agreement**”), the registrar agreement between the Hong Kong Share Registrar and the Company dated July 25, 2025 (the “**Registrar’s Agreement**”), the cornerstone investor agreements among the Company, the Joint Sponsors, the Overall Coordinators and the several cornerstone investors as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular (the “**Cornerstone Investor Agreements**”), the receiving banks agreement among the Company, [Overall Coordinators] and each of the respective receiving banks dated July 29, 2025 (the “**Receiving Banks Agreement**”) and the FINI agreement between the Company and the Hong Kong Securities Clearing Company Limited (the “**FINI Agreement**”) (the Price Determination Agreement, the Registrar’s Agreement, the Cornerstone Investor Agreements, the Receiving Banks Agreement and the FINI Agreement, collectively, the “**Related Agreements**”) has been or will be duly authorized, executed and delivered by the Company and/or the Warranting Shareholders (where applicable) and when

validly authorized, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement of the Company and/or the Warranting Shareholders (where applicable), enforceable in accordance with its terms;

(r) none of the Company, its Subsidiary or the Warranting Shareholders is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other constitutive documents or its business license (if applicable), or (B) any indenture, mortgage, deed of trust, loan, or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected, or (C) any Laws applicable to it or any of its properties or assets, except, in each case of (B) or (C), where such breach, violation or default would not result in Material Adverse Effect;

(s) the execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Related Agreements and any other document required to be executed by the Company and/or the Warranting Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Related Agreements, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfillment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of a lien, charge or Encumbrance on any property or assets of the Company, its Subsidiary and/or the Warranting Shareholders pursuant to (A) the articles of association or other constitutive documents or the business license of the Company, its Subsidiary or the Warranting Shareholders; or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company, its Subsidiary or the Warranting Shareholders is a party or by which the Company, its Subsidiary or the Warranting Shareholders is bound or any of their respective properties or assets may be bound or affected; or (C) any Laws applicable to the Company, its Subsidiary or the Warranting Shareholders or any of their respective properties or assets;

(t) approval in principle has been obtained from the listing committee of the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange;

(u) except for the final approval from the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange, all Approvals and Filings (as defined below) under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over the Company, its Subsidiary or the Warranting Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares or the execution or delivery by the Company of this Agreement, the International Underwriting Agreement, the Related Agreements, or any other document required to be executed by the Company and/or

the Warranting Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Related Agreements, or the performance by the Company and/or the Warranting Shareholders of its obligations hereunder and thereunder or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Related Agreements or any other document required to be executed by the Company and/or the Warranting Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Related Agreements have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified. 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. 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;

(v) no person has (A) the right, contractual or otherwise, to cause the Company and/or the Warranting Shareholders to issue or sell to him, her or it any H Shares or shares of any other share capital of the Company, (B) any preemptive rights, resale rights, rights of first refusal or other rights to purchase H Shares or shares of any other share capital of the Company, (C) the right to act as an underwriter or as a financial adviser to the Company in connection with the offer and sale of the Offer Shares, or (D) the right, contractual or otherwise, to cause the Company and/or the Warranting Shareholders to include any H Shares or shares of any other share capital of the Company in the Global Offering; the Global Offering and the other transactions provided for or contemplated by this Agreement, the International Underwriting Agreement, the Related Agreements and all related arrangements, in so far as they are the responsibility of or carried out by the Company, its Subsidiary and/or the Warranting Shareholders, have been and will be carried out in accordance with all applicable Laws and regulatory requirements in the PRC and Hong Kong and other relevant jurisdictions;

(w) (A) the Company and its Subsidiary and the Corporate Member of the Warranting Shareholders (as defined in Part B of Schedule 3) (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto and (ii) have obtained, made and hold all Approvals and Filings under, from or with (and are in compliance with all Approvals and Filings obtained, made or held under, from or with) any applicable Laws and from or with any Governmental Authority having jurisdiction over the Company, its Subsidiary and/or the Corporate Members of the Warranting Shareholders or any of their respective properties or assets required in order to own, lease, license and use their respective properties and assets and conduct their respective businesses and operations (collectively, the “**Governmental Licenses**”); (B) all such Governmental Licenses do not contain any burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents or the Preliminary Offering Circular, except where such restrictions or conditions would not result in Material Adverse Effect ; (C) all such Governmental Licenses are valid and in full force and effect, and none of the Company, its Subsidiary or the Corporate Member of the Warranting Shareholders is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Governmental Authority is considering revoking, suspending or modifying, any such Governmental Licenses, and there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-

renewal or change, in whole or in part, of any of the existing Governmental Licenses, or any requirements for additional Governmental Licenses which could prevent, restrict or hinder the operations of the Company, its Subsidiary and/or the Corporate Member of the Warranting Shareholders or cause the Company, its Subsidiary and the Corporate Member of the Warranting Shareholders to incur additional material expenditures, except such would not result in Material Adverse Effect; and (D) no Governmental Authority, in its inspection, examination or audit of the Company, its Subsidiary and/or the Corporate Member of the Warranting Shareholders has reported findings or imposed penalties that have resulted or could reasonably be expected to have or result in any Material Adverse Effect and, with respect to any such inspection, examination or audit, all findings have been properly rectified, all penalties have been paid and all recommendations have been adopted;

(x) the Company and its Subsidiary (A) are in compliance with all applicable laws, rules and regulations relating to the vaccines in the PRC and other applicable jurisdictions (the “**Vaccine Regulations**”); (B) have received, and are in compliance with, all Approvals and Filings and the Governmental Licenses required under applicable Vaccine Regulations (including, without limitation, all permits, licenses and certifications related to medical devices) to conduct its respective businesses; and (C) have not received notice of any actual or potential liability under, or violation of, any Vaccine Regulations (including, without limitation, all permits, licenses and certifications related to vaccines);

(y) there are (A) no actions, suits, proceedings, arbitrations, investigations or inquiries, whether legal, regulatory, administrative, under any Laws or by or before any Governmental Authority or otherwise pending or, to the best knowledge of the Company, threatened or contemplated to which the Company, its Subsidiary and/or the Warranting Shareholders or any of their respective supervisors, directors, officers, or to the best knowledge of the Company, their respective employees, Affiliates or agents (other than the Underwriters in their capacity as such) is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, whether or not arising from transactions in the ordinary course of business and there are no circumstances likely to give rise to any such, actions, suits, proceedings, arbitrations, investigations or inquiries; (B) no Law that has been enacted, adopted or issued or, that has been proposed by any Governmental Authority; and (C) no judgment, decree or order of any Governmental Authority, which, in any such case described in clauses (A), (B) or (C) above, would, or could reasonably be expected to, individually or in the aggregate, affect the power or ability of the Company and/or the Warranting Shareholders to perform its obligations under this Agreement, the International Underwriting Agreement and the Related Agreements, to offer, sell and deliver the Offer Shares (as applicable) or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Related Agreements or otherwise affect the Global Offering, or are required to be described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular but are not so adequately described;

(z) none of the Company, its Subsidiary, the Warranting Shareholders nor any person acting on behalf of any of them has taken any action, nor have any steps been taken or any actions, suits, proceedings or arbitrations under any Laws been started or to the best knowledge of the Company, threatened to (A) wind up, liquidate, dissolve, make dormant or eliminate or declare insolvent the Company, its Subsidiary and/or the Warranting Shareholders; or (B) to withdraw, revoke or cancel any Approval and Filings or Governmental Licenses under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over, the Company, its Subsidiary, the Warranting Shareholders or any of their properties or assets, or otherwise from or with any other persons, required in order to conduct the business of the

Company, its Subsidiary and/or the Warranting Shareholders; or (C) forestall the completion of the Global Offering; and otherwise no winding up or liquidation proceedings have been commenced against the Company, its Subsidiary and/or the Warranting Shareholders, and no proceedings have been commenced for the purpose of, and no judgment has been rendered, declaring the Company, its Subsidiary and/or the Warranting Shareholders bankrupt or in an insolvency proceeding; no winding up or liquidation proceedings have been, to the best knowledge of the Company, threatened against the Company, its Subsidiary and/or the Warranting Shareholders;

(aa) No member of the Group 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;

(bb) No member of the Group nor any of the Warranting Shareholders has stopped or suspended payments of its debts, become unable to pay its debts or otherwise become insolvent;

(cc) No member of the Group has committed or is liable for any criminal, illegal, unlawful or unauthorised act or breach of any obligation imposed by or pursuant any Law or contract and no such claim remains outstanding against any such member.

(dd) Deloitte Touche Tohmatsu (the "**Reporting Accountant**"), who has audited or reviewed certain audited and unaudited consolidated financial statements and unaudited consolidated financial information of the Company and its Subsidiary, included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, is an independent public accountant as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations;

(ee) (A) the audited consolidated financial statements (and the notes thereto) of the Group included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular give a true and fair view of the consolidated financial position of the Company and its Subsidiary as of the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Company and its Subsidiary for the periods specified, and have been prepared in conformity with the International Financial Reporting Standards ("**IFRS**") issued by the International Accounting Standards Board and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) all summary and selected financial data included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular are derived from the accounting records of the Company and its Subsidiary, present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Company and its Subsidiary included therein; (C) the unaudited pro forma financial information (and the notes thereto) (and all other unaudited pro forma financial statements, information or data, if any) included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular present fairly the information shown therein, have been prepared in accordance with the applicable requirements of the Listing Rules and on the basis set out in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and are presented on a basis consistent with the accounting principles adopted by the Company; the assumptions used in the preparation of such unaudited pro forma financial information (and the notes thereto) (and all other unaudited pro forma financial statements, information and data, if any) are reasonable and are disclosed therein and there are no other assumptions which should

reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma financial information (and the notes thereto) (and all other pro forma financial statements, information and data if any); (D) there are no financial statements (historical or pro forma) that are required by the Listing Rules to be included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular that are not included as required; and (E) the Group does not have any material liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations), not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and (F) there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

(ff) the statements set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Financial Information — Material Accounting Policies and Critical Judgments and Estimates” are complete, true and accurate and not misleading and accurately describe (A) the accounting policies that the Company considers to be the most material to the portrayal of the Company’s and its subsidiary’s “financial condition and results of operations” (“**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 Company’s directors, senior management and audit committee have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Company’s legal advisors and the Reporting Accountant with regard to such selection, application and disclosure;

(gg) each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular accurately and fully describes (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity or capital resources of the Group and could reasonably be expected to occur, and (B) all material off-balance sheet transactions, arrangements, obligations and liabilities, direct or contingent; the Group does not have any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Group, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, have a material effect on the liquidity or capital resources of the Group or the availability thereof or the requirements of the Group for capital resources;

(hh) The prospective information included in (i) the profit forecast as set forth in the memorandum of the board of directors on profit forecast for the year ending December 31, 2025 and on working capital forecast for the period up to December 31, 2026 and (ii) the projected capital expenditures as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Financial Information” (collectively, the “Prospective Financial Information”) in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the best of the Company’s and Warranting Shareholders’ knowledge after due and careful inquiry and (A) the bases and assumptions stated in the profit forecast as set forth in the memorandum of the board of directors on profit

forecast for the year ending December 31, 2025 and on working capital forecast for the period up to December 31, 2026 and in accordance with the Company's accounting policies described in each of the Hong Kong Public Offering Documents 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 consolidated profit attributable to the shareholders of the Company and the projected working capital of the Company for the relevant forecast periods, and (ii) reflect, for each relevant period, a reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) there are no other material facts or assumptions which ought reasonably to have been taken into account which have not been taken into account in the preparation of such memorandum; the working capital sufficiency statement set forth the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "Financial Information — Liquidity and Capital Resources" has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held by the Directors of the Company; and (D) the Prospective Financial Information represents a fair and reasonable forecast by the Company of the consolidated profit attributable to the shareholders of the Company and of the projected working capital of the Company for the relevant forecast periods;

(ii) (A) the Company has given to the Reporting Accountant all information that was requested by the Reporting Accountant, and has not withheld information from the Reporting Accountant, for the purposes of the preparation of its reports contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountant in connection with the Global Offering and all information given to the Reporting Accountant 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; (C) the Company has not withheld information from the Reporting Accountant or the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Underwriters and the Capital Market Intermediaries for the purposes of their review of the unaudited pro forma financial information and all other pro forma financial statements, information or data, if any, of the Company and its Subsidiary included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or their review of the Company's profit forecast, cash flow and working capital projections, unaudited pro forma financial information, estimated capital expenditures and financial reporting procedures, and none of the Company and the directors of the Company and the Warranting Shareholders disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountant;

(jj) (A) save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Company, its Subsidiary or the Warranting Shareholders 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, its Subsidiary and/or the Warranting Shareholders has (or, with notice or lapse of time or fulfillment 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 fulfillment 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, its Subsidiary and/or the Warranting

Shareholders; (C) no person to whom any material indebtedness of the Company, its Subsidiary and/or the Warranting Shareholders that is repayable on demand is owed has demanded or threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of the Company, its Subsidiary and/or the Warranting Shareholders or under any guarantee of any material liability of the Company, its Subsidiary and/or the Warranting Shareholders by reason of default of the Company, its Subsidiary and/or the Warranting Shareholders or any other person or under any such guarantee given by the Company, its Subsidiary and/or the Warranting Shareholders; (E) there are no outstanding guarantees or contingent payment obligations of the Company, its Subsidiary and/or the Warranting Shareholders in respect of indebtedness of any party that is not any member of the Group;

(kk) (A) the amounts borrowed by each of the Company, its Subsidiary and/or the Warranting Shareholders do not exceed any limitation on its borrowing contained in its articles of association or other constitutive documents or its business license (if applicable) or in any debenture or other deed or document binding upon it; (B) none of the Company, its Subsidiary or the Warranting Shareholders has factored any of its material debts or engaged in financing of a type which would not be required to be shown or reflected in its consolidated accounts; (C) with respect to each of the borrowing facilities of the Company or its Subsidiary that is material to the Group as a whole and/or the Warranting Shareholders, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown, and (iii) to the best knowledge of the Company, no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) to the best knowledge of the Company, no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or granted to or committed to be granted to the Company, its Subsidiary and/or the Warranting Shareholders from or by any Governmental Authority in consequence of which the Company, its Subsidiary and/or the Warranting Shareholders is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance;

(ll) neither the Company nor its Subsidiary has sustained, subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, any loss or interference with its business from fire, explosion, drought, flood, windstorm, earthquake, epidemic, pandemic or outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labor dispute or any proceeding, action, order or decree of any Governmental Authority, except where such circumstance would not, and could not reasonably be expected to result in a Material Adverse Effect;

(mm) Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there has not been any change or any development involving a prospective change that would, or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect;

(nn) Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, save as disclosed in each of the Hong Kong Public Offering Documents and the

Preliminary Offering Circular, neither the Company nor its Subsidiary has (A) entered into or assumed or otherwise agreed to be bound by any contract, agreement or transaction that is material to the Group as a whole; (B) incurred, assumed or acquired or otherwise agreed to be bound by any obligation or liability, actual or contingent (including, without limitation, any off-balance sheet obligations), that is material to the Group as a whole; (C) incurred any Encumbrance on any asset, or any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Company and/or its Subsidiary and tax liens, that is material to the Group as a whole; (D) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Group as a whole; (E) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any member of the Group; (F) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any member of the Group, or (G) any loss, damage, destruction or interference (whether or not covered by insurance) affecting the said business or its assets or properties of any member of the Group taken as a whole or (H) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (G) above, except that would not, and could not reasonably be expected to result in a Material Adverse Effect;

(oo) Subsequent to the date of the latest audited financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, each of the Company and its Subsidiary (A) has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on, and since such date, each of the Company and its Subsidiary has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature and has not assumed, acquired or incurred any liability (including contingent liability) or other obligation which is material to the Company or the Subsidiary; and (B) has continued to pay its creditors in the ordinary course of business, and there has not been any adverse change in the Group's business relations with its suppliers, licensors, lenders and customers;

(pp) subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, neither the Company nor its Subsidiary has (A) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of business; (B) purchased or reduced or otherwise changed, or agreed to purchase or reduce or otherwise change, its share capital or other equity interest of any class; (C) declared, made or paid any dividend or distribution of any kind on its share capital or other equity interest of any class; or (D) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (C) above;

(qq) save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, A) each of the Company and its Subsidiary has valid, good and marketable title (including, where relevant, valid granted long term land use rights, building ownership rights and real estate certificates) to all real properties, land and buildings that it purports to own and valid and good title to all personal properties and assets that it purports to own, in each case free and clear of all liens, charges, Encumbrances, claims, defects, options or restrictions, except such as would not, and could not reasonably be expected to, individually or in the aggregate, materially and adversely affect the value of such property or asset, materially interfere with the use made and proposed to be made of such property or asset by

the Company or its Subsidiary materially and adversely limit, restrict or otherwise affect the ability of the Company or its Subsidiary to utilize, develop or redevelop such property or asset, or result in a Material Adverse Effect; (B) each real property, land or building or personal property or asset, as applicable, held under lease by the Company or its Subsidiary is held by it under a lease in full force and effect that has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, with such exceptions as would not, and could not reasonably be expected to, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by the Company or its Subsidiary, as applicable; no material default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or its Subsidiary has occurred and is continuing or is likely to occur under any of such leases; neither the Company nor its Subsidiary is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (a) may be adverse to the rights or interests of the Company or its Subsidiary under such lease, tenancy or license or (b) which may affect the rights of the Company or its Subsidiary to the continued possession or use of such leased or licensed property or other asset; the right of the Company or its Subsidiary to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by the Company or its Subsidiary; (C) the use of all properties owned or leased by the Company or its Subsidiary is in accordance with its permitted use under all applicable Laws; (D) neither the Company nor its Subsidiary owns, operates, manages or has any other right or interest in any other real property or building or personal property or asset, as applicable, of any kind that is material, save as reflected in the audited financial statements of the Company and its Subsidiary included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and no other real properties, land or buildings and personal properties or assets are necessary in order for the Company and its Subsidiary to carry on the business of the Company and its Subsidiary in the manner described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and (E) neither the Company nor its Subsidiary has any material existing or contingent liabilities in respect of any properties previously occupied by it or in which it has owned or held any interests. Neither of the Company nor its Subsidiary owns, operates, manages, leases or has any other right or interest in any other real property, land or building of any kind which carrying amount is or is above 15% of the consolidated total assets of the Group as set out in the audited consolidated financial statements of the Company and its Subsidiary in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

(rr) the use of any premises occupied by the Company and/or its Subsidiary is in accordance with the terms provided for in the lease, tenancy, license, concession or agreement of whatsoever nature relating to such occupation and the Company and/or its Subsidiary (as applicable) have observed and performed the terms and conditions thereof on the part of the tenant to be observed and performed, except as would not, and could not reasonably be expected to result in a Material Adverse Effect;

(ss) all preclinical studies and clinical trials conducted by or on behalf of the Group that are material to the Group have been accurately and adequately described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular. The preclinical studies and clinical trials conducted by or on behalf of the Company or its Subsidiary were and,

if still ongoing, are being conducted in compliance in all material respects with all Laws, regulations and protocols applicable thereto in the jurisdictions in which they are being conducted and with all Laws, regulations and protocols applicable to such preclinical studies and clinical trials from which data will be submitted to support marketing approval. The descriptions in the Hong Kong Public Offering Documents and the Preliminary Offering Circular of the results of such studies and trials are accurate and complete in all material respects and fairly present the data derived from such studies and trials, and the Company or its Subsidiary has no knowledge of any third-party clinical trial the aggregate results of which call into question the results of any clinical trial conducted by or on behalf of the Company or its Subsidiary that are described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular. The Company or its Subsidiary has not received, and does not have any knowledge of, any notices or statements from the National Medical Products Administration (“NMPA”) or any comparable regulatory agency (each a “**Regulatory Authority**”) imposing, requiring, requesting or suggesting a clinical hold, termination, suspension or modification for or of any preclinical studies or clinical trials that are conducted and described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, or the results of such studies or trials which are referred to in the Hong Kong Public Offering Documents and the Preliminary Offering Circular. The Company and its Subsidiary have made all filings in relation to and currently hold all approvals material to its business operations as required by any Regulatory Authority. The Company or its Subsidiary has not received, and otherwise does not have any knowledge of, any notices or statements from any Regulatory Authority of (i) any application with any Regulatory Authority in relation to any potential product of the Company or its Subsidiary that is or has been rejected or determined to be non-approvable or conditionally approvable; and (ii) any license, approval, permit or authorization to conduct any clinical trial of any potential product of the Company or its Subsidiary that has been, will be or may be suspended, revoked, modified or limited;

(tt) the Company and its Subsidiary have not received any unresolved written notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other similar action from any Regulatory Authority alleging that the Company or its Subsidiary is in violation of any applicable Laws. The Company or its Subsidiary has not received any unresolved written or oral notice from any Regulatory Authority that such Regulatory Authority has taken, is taking or intends to take action to limit, suspend, modify or revoke any approvals held by the Company or its Subsidiary. Neither the Company nor its Subsidiary is in violation of any (i) applicable laws set forth in the section headed “Regulatory Overview” in the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (ii) any and all other applicable Laws and regulations, in any jurisdiction where the Company or its Subsidiary conducts business; and (iii) quality, safety and accreditation requirements under applicable federal, state, local or foreign laws or regulatory bodies. Additionally, neither the Company nor its Subsidiary, nor any of their respective officers, supervisors or directors nor, to the best knowledge of the Company, any of their employees has been prohibited, suspended or debarred from participation in any national, regional or private healthcare programs that reimburse patients' out-of-pocket expenditure on our products, centralized procurement programs, or human clinical research in the jurisdictions where the Company or its Subsidiary conducts business;

(uu) all statements relating to the expectation or estimate in connection with the clinical trial progress and regulatory approval submission timeline for any product candidate contained in each of the Hong Kong Public Offering Documents and Preliminary Offering Circular have been made after due, careful and proper consideration and represent fair and

reasonable expectations honestly held based on facts known to the Company and/or its Subsidiary. To the best knowledge of the Company, there are no circumstances, indications or developments that will reasonably be expected to result in a material delay in the expectation or estimate in connection with the clinical trial progress and regulatory approval submission timeline for any product candidate contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

(vv) (A) the Company and its Subsidiary own, free of Encumbrances, or have obtained (or can obtain on reasonable terms) valid licenses for, or other rights to use, all patents, patent applications, inventions, copyrights, trademarks (both registered and unregistered), service marks (both registered and unregistered), registered designs, trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as being owned or licensed or used by them and such rights and licenses held by the Company and its Subsidiary in any Intellectual Property comprise all the rights and licenses that are necessary for the conduct of, or material to, the businesses as currently conducted or as proposed to be conducted by the Company and its Subsidiary; the Core Products (as defined and described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular) fall within one or more patents owned by, or exclusively licensed to, the Company and/or its Subsidiary; (B) each agreement pursuant to which the Company or its Subsidiary has obtained licenses for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms; the Company and its Subsidiary have complied with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or its Subsidiary has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (C) there is no existing, pending or to the best knowledge of the Company, threatened action, suit, proceeding or claim to the contrary or any challenge by any other person to the rights of the Company or its Subsidiary with respect to the Intellectual Property, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (D) there are no third parties who have or will be able to establish rights to any Intellectual Property, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which all of the Hong Kong Public Offering Documents and the Preliminary Offering Circular disclose is licensed to the Company; (E) neither the Company nor its Subsidiary has infringed or is infringing the intellectual property of a third party, and neither the Company nor its Subsidiary has received notice of a claim by a third party to the contrary; (F) there is no material infringement by third parties on any Intellectual Property; held by the Company or its Subsidiary;

(ww) neither the Company nor its Subsidiary has received any notice, and neither the Company nor its Subsidiary is aware of; (B) any unauthorized use of any Intellectual Property of any third party by the Company and/or its Subsidiary and neither the Company nor its Subsidiary has made disclosure of any Intellectual Property to any person and on the basis that such disclosure is to be treated as being of a conditional character;(D) any assertion of moral rights which would affect the use of any of the Intellectual Property in the business of any member of the Group; (E) any facts or circumstances which would render any rights mentioned above invalid or inadequate to protect the interests of the relevant member of the Group or unenforceable;(F) patent or patent application that contains claims that interfere with the issued

or pending claims of any of the Intellectual Property or that challenges the validity, enforceability or scope of any of the Intellectual Property; or (G) prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in Hong Kong, the PRC or the U.S. having jurisdiction over intellectual property matters;

(xx) details of all registered Intellectual Property (including applications to register the same) owned or used by the Company and/or its Subsidiary that are material to the Company's business are set out in "Appendix VII – Statutory and General Information" in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

(yy) except where the failure to do so would not, and could not reasonably be expected to result in a Material Adverse Effect, (A) all computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Company and its Subsidiary (collectively, the "**Information Technology**") comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Company or its Subsidiary as currently conducted or as proposed to be conducted; (B) the Company and its Subsidiary either legally and beneficially own, or has obtained valid licenses for, or other rights to use, all of the Information Technology; (C) each agreement pursuant to which the Company or its Subsidiary 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 or its Subsidiary, as the case may be, has complied with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or its Subsidiary has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Company and its Subsidiary are maintained and operated by the Company and its Subsidiary, as applicable, are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and its Subsidiary, as applicable; (E) in the event that the persons providing maintenance or support services for the Company or its Subsidiary with respect to the Information Technology cease or are unable to do so, the Company or its Subsidiary has all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (F) there are no material defects relating to the Information Technology which have caused or might reasonably be expected to cause any substantial disruption or interruption in or to the business of the Company or its Subsidiary; (G) each of the Company and its Subsidiary 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 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 has in place procedures to prevent unauthorized access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of the software and data; and (H) each of the Company and its Subsidiary 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 Company or its Subsidiary;

(zz) save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) neither the Company nor its Subsidiary has any actual or contingent liability or obligation to provide housing provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person where the Company or its Subsidiary participates in, or has participated in, or is liable to contribute to any such schemes (collectively, the "**Retirement Benefits**"); (B) neither the Company nor its Subsidiary has any outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; where there are such outstanding payment obligations or unsatisfied liabilities (the details of which have been disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular), the Company or its Subsidiary has set aside sufficient funds to satisfy the same; (C) all Retirement Benefits of any past or current employee of the Group arising from their employment with the Group are fully provided for by way of an adequately funded pension scheme established for and on behalf of the relevant member of the Group which is or was the employer of such person or established by the relevant member of the Group in the name of the relevant past or current employee; (D) the Group has no legal obligations to provide severance or retirement benefits, death or disability benefits or other actual or contingent employee benefits or perquisites to any (i) present or past employees of any member of the Group or (ii) any Authority; (E) there are no material amounts owing or promised to any present or former directors, employees or consultants of the Company or its Subsidiary other than remuneration accrued, due or for reimbursement of business expenses; (F) no directors or senior management or key employees of the Company or its Subsidiary have given or been given notice terminating their contracts of employment; there are no proposals to terminate the employment or consultancy of any directors, key employees or consultants of the Company or its Subsidiary or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (G) neither the Company nor its Subsidiary has any material undischarged liability to pay to any Governmental Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants by them; (H) no liability has been incurred by the Company or its Subsidiary for breach of any director's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of the Company or its Subsidiary; and (I) all contracts of service, contracts for services and consultancy agreements in relation to the employment of the employees, directors and consultants of the Company or its Subsidiary are on usual and normal terms which do not and will not in any way impose any unusual or onerous obligation on the Company or its Subsidiary and all subsisting contracts of service, contracts for services and consultancy agreements to which the Company or its Subsidiary is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and, there are no claims pending or to the best knowledge of the Company, threatened or capable of arising against the Company or its Subsidiary, by any employee, director, consultant or third party, in respect of any accident or injury not fully covered by insurance; each of the Company and its Subsidiary has, in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants),

complied in all respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of services, employment or consultancy;

(aaa) (A) both the Company and its Subsidiary have complied in all material respects with all applicable data protection Laws; (B) neither the Company nor its Subsidiary has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant data protection Governmental Authority alleging any breach or non-compliance by it of the applicable data protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; (C) neither the Company nor its Subsidiary has received any claim for compensation from any person in respect of its business under the applicable data protection Laws and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data in the previous three years and there is no outstanding order against the Company or its Subsidiary in respect of the rectification or erasure of data; and (D) no warrant has been issued authorizing the data protection Governmental Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or its Subsidiary for the purposes of, inter alia, searching them or seizing any documents or other material found there;

(bbb) except where the failure to comply with each of the following would not, and could not reasonably be expected to result in a Material Adverse Effect, (A) there is (i) no dispute with the directors of the Company or its Subsidiary and no strike, labor dispute, slowdown or stoppage or other conflict with the employees of the Company or its Subsidiary pending or to the best knowledge of the Company, threatened against the Company and/or its Subsidiary, (ii) no existing union representation dispute concerning the employees of the Company or its Subsidiary, and (iii) no existing, imminent or to the best knowledge of the Company, threatened labor disturbance by the employees of any of the principal suppliers, contractors or customers of the Company or its Subsidiary; and (B) there have been and are no violations of any applicable labor and employment Laws by the Company or its Subsidiary;

(ccc) except in each case as which would not, and could not reasonably be expected to have a Material Adverse Effect, (A) the Company and its Subsidiary and their respective properties, assets and operations are in compliance with Environmental Laws (as defined below), and both the Company and its Subsidiary hold and are in compliance with all Approvals and Filings and Governmental Licenses required under Environmental Laws (as defined below); (B) 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 its Subsidiary under, or to interfere with or prevent compliance by the Company or its Subsidiary with, Environmental Laws; and (C) neither the Company nor its Subsidiary (i) is the subject of any investigation, (ii) has received any notice or claim, (iii) is a party to or affected by any pending or to the best knowledge of the Company, threatened action, suit, proceeding or claim, (iv) is bound by any judgment, decree or order or (v) has entered into any agreement, in each case relating to any alleged violation of any applicable Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used herein, "**Environmental Law**" means any national, provincial, municipal or other local or foreign law, statute, ordinance, rule, regulation, order, notice, directive, decree, judgment, injunction, permit, license, authorization or other binding requirement, or common law, relating to health, safety, the environment (including, without limitation, the protection, clean-up or restoration thereof) or natural resources, including those relating to the distribution,

processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and “**Hazardous Materials**” means any material (including, without limitation, pollutants, contaminants, infectious and potentially infectious materials, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law);

(ddd) in the ordinary course of its business, both the Company and its Subsidiary conduct periodic reviews of the effects of Environmental Laws on its businesses, operations and properties, in the course of which the Company and its Subsidiary identify and evaluate associated costs and liabilities (including, without limitation, any capital or operating expenditures required for compliance with Environmental Laws or any Approvals and Filings required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such reviews, the Company has concluded that such associated costs and liabilities, individually or in the aggregate, would not, or could not be expected to, result in a Material Adverse Effect;

(eee) the Company and its Subsidiary carry, or are entitled to the benefits of, insurance with insurers of recognized financial responsibility, in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect; all premiums due in respect of such insurance policies have been duly paid in full and all conditions for the validity and effectiveness of such policies have been fully observed and performed by the Company and its Subsidiary; the Company and its Subsidiary are in compliance with the terms of all such insurance and there are no claims by the Company or its Subsidiary under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause; neither the Company nor its Subsidiary has any reason to believe that it will not be able to (A) renew its existing insurance coverage as and when such policies expire or (B) obtain comparable coverage from reputable insurers of similar financial standing as may be necessary or appropriate for its business and operations as now conducted on commercially reasonable terms; neither the Company nor its Subsidiary has been denied any insurance coverage which it has sought or for which it has applied;

(fff) nothing has been done or has been omitted to be done whereby any of the insurance policies taken out by or for the benefit of the Company or its Subsidiary has or may become void or voidable and the Company or its Subsidiary is entitled to the full benefits of such insurances. No claim under any insurance policies taken out by the Company or its Subsidiary is outstanding and there are, to the best knowledge of the Company and its Subsidiary, no circumstances likely to give rise to such a claim;

(ggg) each of the Company and its Subsidiary has established and maintains and evaluates a system of internal controls over accounting and financial reporting sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management’s general or specific authorization; (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to Government Authorities as and when required by them and financial statements in compliance with IFRS and maintain accountability for assets; (C) access to assets is permitted only in accordance with management’s general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; (E) each of the Company and its Subsidiary has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial

statements in accordance with IFRS; (F) the directors of the Company and its Subsidiary are able to make a proper assessment of the financial position and prospects of the Company and its Subsidiary, taken as a whole, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; and (G) the current management information and accounting control systems of the Company and its Subsidiary has been in operation during which neither the Company nor its Subsidiary has experienced any material difficulties with regard to clauses (A) through (F) above; there are no weaknesses or significant deficiencies in the internal controls over accounting and financial reporting of the Company and its Subsidiary and no changes in the internal controls of the Company and its Subsidiary over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the internal controls over accounting and financial reporting of the Company and its Subsidiary;

(hhh) each of the Company and its Subsidiary has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) all material information relating to the Company or its Subsidiary is made known in a timely manner to the Company's directors and management by others within those entities; and (B) the Company and its directors comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance and the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the PRC Companies Law and any other applicable Law, including, without limitation, the requirements of the Listing Rules and the Securities and Futures Ordinance on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term "**disclosure and corporate governance controls and procedures**" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarized and reported, in a timely manner and in any event within the time period required by applicable Law or IFRS (as the case may be) and they are effective to perform the functions for which they are established, the implementation of which is properly monitored);

(iii) any issues identified and as disclosed in any report prepared by the Internal Control Consultant have been rectified or improved or being improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its directors with all applicable Laws, and no such issues have materially adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws. There are no material weaknesses in the Company's internal controls that have been identified and there has been no changes in the Company's internal controls system or other factors that have affected the Company's internal control systems;

(jjj) the statutory books, books of account and other records of whatsoever kind of

each of the Company and its Subsidiary is in its possession, up-to-date and contain complete and accurate records as required by Law to be dealt with in such books and no notice or allegation that any of these books or records is incorrect or should be rectified has been received; all accounts, documents and returns required by Law to be delivered or made to the Registrar of Companies in Hong Kong or any other Governmental Authority in any jurisdiction have been duly and correctly delivered or made;

(kkk) each of the Company, its Subsidiary, the Warranting Shareholders and their respective Affiliates is and has been conducted at all times with applicable laws and regulations against corrupt practices. Each of the Company, its Subsidiary and/or any of their respective supervisors, directors, officers, and controlling persons of the Company and/or the Warranting Shareholders and any person associated with or acting on behalf of any of the foregoing and to the best knowledge of the Company, each of the Company and its Subsidiary's employees, Affiliates and agents (other than the Underwriters in their capacity as such), has not (A) taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled (in whole or in part) entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in the PRC, Hong Kong, the United States or any other jurisdiction to influence official action or secure an improper advantage; (B) made or authorized or will make or authorize any contribution, payment or give of funds or property to any candidate for public office, a government or government-owned or controlled (in whole or in part) entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office in the PRC, Hong Kong, the United States or any other jurisdiction, in either case, where either the payment or gift or the purpose of such contribution, payment or gift was or is prohibited under any applicable rules, regulations, guidelines, measures, notices or circulars (in each case, to the extent mandatory or, if not complied with, the basis for legal, administrative or regulatory consequences), orders, judgments, decrees, rulings or other binding requirements of any relevant Governmental Authority of any locality, including but not limited to, the United States Foreign Corrupt Practices Act of 1977 (the "FCPA"), as amended, and the rules and regulations promulgated thereunder or any bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit in any jurisdiction in connection with the business activities of the Company, its Subsidiary and/or the Warranting Shareholders, as applicable; the Company, its Subsidiary, the Warranting Shareholders and their respective Affiliates have conducted their businesses at all times in compliance with all applicable anti-bribery or anti-corruption laws including but without limitation to the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), any Law promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Interim Regulation of the State Administration for Industry and Commerce on Prohibition of Commercial Bribery, the FCPA, the United Kingdom Bribery Act of 2010 or any other Law of similar purpose and scope (collectively, the "**Anti-Bribery Laws**") and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein; neither the Company, its Subsidiary, the Warranting Shareholders nor any director, officer, supervisor or employee of the Company, its Subsidiary, the Warranting Shareholders nor any agent, representative, Affiliate, controlling person or other person

associated with or acting on behalf of the Company, its Subsidiary and/or the Warranting Shareholders has violated or is in violation of any provision of the Anti-Bribery Laws; and no action, suit, proceeding, investigation or inquiry by or before any Government Entity involving the Company or its Subsidiary or their respective businesses with respect to Anti-Corruption Laws is pending or threatened; as used herein, "Government Entity" means any national government, political subdivision thereof, or local jurisdiction therein, any department, board, commission, court, 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, the Capital Market Intermediaries or Hong Kong Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties;

(III) the operations of each of the Company, its Subsidiary and/or the Warranting Shareholders are and have been conducted at all times in compliance with applicable financial recordkeeping, reporting and all other requirements of the anti-money laundering laws, regulations or government guidance regarding anti-money laundering, and international anti-money laundering principals or procedures of the PRC, Hong Kong, the United States, and the United Kingdom, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615 of the Laws of Hong Kong), the Anti-Money Laundering Law of the PRC, the Bank Secrecy Act of 1970, as amended by Title III of the USA PATRIOT Act of 2001, the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, the FCPA, and the United Kingdom Bribery Act of 2010, as amended (collectively, the "**Anti-Money Laundering Laws**"), and each of the Company, its Subsidiary and the Warranting Shareholders has instituted and maintains policies and procedures designed to ensure continued compliance with the Anti-Money Laundering Laws and no action, suit, proceeding, investigation or inquiry by or before any Governmental Authority or any arbitrator involving the Company, its Subsidiary and/or the Warranting Shareholders with respect to the Anti-Money Laundering Laws is pending or to the best knowledge of the Company, threatened;

(mmm) (A) none of the Company, its Subsidiary nor any of their respective supervisors, directors, officers, or controlling persons of the Company or the Warranting Shareholders and any person associated with or acting on behalf of any of the foregoing and to the best knowledge of the Company, none of the Company nor its Subsidiary's employees, Affiliates or agents has been or is, or is controlled or owned by an individual or entity that has been or is, or is located, organized or resident in a country or territory that is, a target of any of the Sanctions Laws and Regulations (as defined below); (C) each of the Company, its Subsidiary and the Warranting Shareholders will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, branch, joint venture partner or any other person or entity (i) for the purpose of financing or facilitating any activities or business of, with or in any Sanctioned Country or of or with any person or entity that is at the time of the financing or facilitating the subject or the target of any Sanctions Laws and Regulations, (ii) to fund or facilitate any activities or business in any Sanctioned Countries, or (iii) in any other manner that will result in a violation by any person or entity (including any person or entity participating in the Global Offering, whether as International Underwriters, Hong Kong Underwriters, advisors, investors or otherwise) of any of the Sanctions Laws and Regulations; (D) each of the Company, its Subsidiary and the Warranting Shareholders has instituted and will maintain policies and procedures designed to ensure continued compliance with the

Sanctions Laws and Regulations; (E) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the International Underwriting Agreement or the Related Agreements, the consummation of any transaction contemplated hereby or thereby, or the provision of services contemplated hereby or thereby to the Company and/or the Warranting Shareholders (as applicable) will result in a violation (including, without limitation, by the Underwriters) of any of the Sanctions Laws and Regulations; and (F) neither the Company, its Subsidiary, the Warranting Shareholders nor any of their Affiliates has in the past five years knowingly engaged in, is presently knowingly engaged in, and will engage in, any dealings or transactions in any target of any of the Sanctions Laws and Regulations (including, without limitation, Cuba, Iran, North Korea, Syria, the Crimea region, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic regions of Ukraine (each a "**Sanctioned Country**", and for the purpose of historical transactions or connections, Sanctioned Country includes Sudan) or with any person or entity that at the time of the dealing or transaction was a subject or target of any Sanctions Laws and Regulations; as used herein, "**Sanctions Laws and Regulations**" means (i) any sanctions related to or administered by the United States Government, including, without limitation, the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury (including, without limitation, the designation as a "**specially designated national or blocked person**" thereunder), the U.S. Department of State or the U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**"), the United Nations Security Council, the European Union, His Majesty's Treasury of the United Kingdom, or any other relevant sanctions authority, or any orders or licenses publicly issued under the authority of any of the foregoing, (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, the U.S. Syria Accountability and Lebanese Sovereignty Act, or the United States Iran Sanctions Act of 2006, the Comprehensive Iran Sanctions Accountability and Divestment Act or the U.S. Iran Threat Reduction and Syria Human Rights Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including, without limitation, 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), the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Hong Kong Monetary Authority, or other relevant sanctions authorities or other relevant sanctions or export control authority of any Authority, or any orders or licenses publicly issued under the authority of any of the foregoing;

(nnn) With respect to Executive Order 14105 and its implementing regulations addressing US Investments in Certain National Security Technologies and Products in Countries of Concern at 31 CFR Part 850, issued by the Investment Security Office of the US Department of Treasury: none of the Company, any Warranting Shareholder, any Subsidiary, their respective officers, directors, supervisors, or to the best knowledge of the Company after due and careful inquiry, managers, agents and employees, the affiliates of any member of the Group, including any branch, partnership, association, estate, joint venture, trust, corporation or division of a corporation, group, sub-group, or other organisation, nor any person associated with or acting on behalf of any of the foregoing is or intends to be a "covered foreign person" (as defined at 31 C.F.R. § 850.209), or directly or indirectly, engaged in or directing "covered activity" (as defined at 31 C.F.R. § 850.208) ("Covered Activity"); the Company does not have any joint venture that engages in or plans to engage in any Covered Activity; the Company also does not, directly or indirectly, hold a board seat on, have a voting or equity interest, or have any contractual power to direct or cause the direction of the management or policies of any

“covered foreign person” or any person or persons that engages or plans to engage in any Covered Activity;

(ooo) (A) the statements set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds” are complete, true and accurate and not misleading; (B) all Approvals and Filings under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over, the Company, its Subsidiary and/or the Warranting Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, have been obtained or made or will be made; and (C) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, will not contravene, conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of a lien, charge or Encumbrance upon any property or assets of the Company, its Subsidiary or the Warranting Shareholders pursuant to (i) the articles of association or other constitutive documents or the business license (if applicable) of the Company, its Subsidiary or the Warranting Shareholders, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company, its Subsidiary or the Warranting Shareholders is a party or by which the Company, its Subsidiary or the Warranting Shareholders is bound or any of their respective properties or assets may be bound or affected, or (iii) any Laws applicable to the Company, its Subsidiary and/or the Warranting Shareholders or any of their respective properties or assets;

(ppp) the statements under the sections headed “Summary”, “Risk Factors”, “History, Development and Corporate Structure”, “Industry Overview”, “Regulatory Overview”, “Business”, “Share Capital”, , “Appendix III — Taxation and Foreign Exchange”, “Appendix IV — Summary of Principal Legal and Regulatory Provisions”, “Appendix V — Summary of Articles of Association”, and “Appendix VI — Statutory and General Information”, in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (as applicable), insofar as they purport to describe provisions of laws, regulations, documents and other legal matters referred to therein, are a fair, complete and accurate summary of the relevant laws, regulations, documents and legal matters;

(qqq) each of the Reporting Accountant, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisors for the Company is independent of the Company and/or the Warranting Shareholders (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free of any conflict of interest and has granted its consent to including its report, opinions, letters or certificates (as the case may be) in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

(rrr) (A) the factual contents, based on the information furnished by the Company, within the respective reports, opinions, letters or certificates of the Reporting Accountant, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional

advisors for the Company, respectively, are and will remain complete, true and accurate (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading in any respect; the Company provides all information requested by the Reporting Accountant, Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisors for the Company in preparation for their respective reports, opinions, letters, or certificates; none of the Company and the directors of the Company disagrees with any aspects of such reports, opinions, letters or certificates, and the opinions attributed to the directors of the Company in such reports, opinions, letters or certificates are held in good faith based upon facts within their knowledge; and (B) the Company has not withheld information from the Reporting Accountant, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisors for the Company, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular) and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading in any respect;

(sss) all statistical, market-related, operational data included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular that come from the Company have been derived from the records of the Company and its Subsidiary using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate and not misleading; all statistical or market-related data included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular that come from sources other than the Company are based on or derived from sources described therein which the Company and the Warranting Shareholders reasonably believe in good faith to be reliable and accurate and present fairly such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required;

(ttt) the descriptions of the events and transactions set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the section headed “History, Development and Corporate Structure”, including those relating to the Pre-IPO Investments (as defined in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular), are true, correct and complete; none of the events and transactions set forth in the Hong Kong Public Offering Documents and the Preliminary Offering Circular under section headed “History, Development and Corporate Structure”, including any relating to the Pre-IPO Investments, contravenes (A) any provision or conditions of any Laws, any Approvals and Filings or any Governmental License of the Company or its Subsidiary, (B) any provision of the constitutive documents of the Company or its Subsidiary, (C) the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, loan agreement, note, lease or other agreement or instrument binding upon the Company or its Subsidiary or (D) any judgment, order or decree of, or any undertaking made to, any Governmental Authority having jurisdiction over the Company or its Subsidiary, and will not result in the creation or imposition of any Encumbrance or other restriction upon any assets of the Company or its Subsidiary;

(uuu) the Pre-IPO Investments are in compliance with the applicable Guide for New Listing Applicants issued and updated by the Stock Exchange;

(vvv) all Approvals and Filings and Governmental Licenses required in connection

with the events and transactions set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the section headed “History, Development and Corporate Structure” have been made or obtained in writing, and no such Approvals and Filings or Governmental License has been withdrawn or is subject to any condition precedent which has not been fulfilled or performed and the Company is not aware of or has any reason to believe that any Governmental Authority in Hong Kong, the PRC or elsewhere is considering revoking such Approvals and Filings or Governmental Licenses, suspending or modifying such; there are no legal, administrative or governmental proceedings pending anywhere challenging the effectiveness or validity of the events and transactions set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the section headed “History, Development and Corporate Structure” and, to the best knowledge of the Company, no such proceedings are threatened or contemplated by any Governmental Authority in Hong Kong, the PRC or elsewhere;

(www) each of the documents or agreements executed by the Company, its Subsidiary and/or any of the Warranting Shareholders (where applicable) in connection with the events and transactions set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the section headed “History, Development and Corporate Structure” (the “**Pre-IPO Documents**”) has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms; and other than the Pre-IPO Documents, there are no other documents or agreements, written or oral, relating to the Company, its Subsidiary and/or any of the Warranting Shareholders (where applicable) in connection with the events and transactions set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the section headed “History, Development and Corporate Structure” which have not been previously provided, or made available, to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the Capital Market Intermediaries;

(xxx) all contracts or agreements which are required to be disclosed as material contracts in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been so disclosed and filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; no material contracts which have not been so disclosed and filed will, without the written consent of the Joint Sponsors, the Joint Global Coordinators and the Overall Coordinators, be entered into, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date; neither the Company nor its Subsidiary has sent or received any communication regarding termination of, or intent not to renew, any of such material contracts, and no such termination or non-renewal has been threatened by the Company, its Subsidiary or any other party to any such contract or agreement;

(yyy) each of the contracts listed as a material contract in the section headed “Appendix VII – Statutory and General Information – Further Information About Our Business – Summary of Material Contracts” in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms;

(zzz) save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Company, its Subsidiary or the Warranting Shareholders has any material capital commitment, or is, or has been, party to any unusual,

long-term or onerous commitments, contracts or arrangements not on an arm's length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms within six months after the date it was entered into or undertaken or is incapable of termination by either the Company, its Subsidiary or the Warranting Shareholders (as relevant) on six months' notice or less);

(aaaa) neither the Company nor its Subsidiary is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction;

(bbbb) neither the Company nor the Warranting Shareholders has any reason to believe that any significant distributor, customer or supplier of the Company or its Subsidiary is considering ceasing to deal with the Company or its Subsidiary;

(cccc) neither the Company nor its Subsidiary is a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or its Subsidiary has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made);

(dddd) neither the Company nor its Subsidiary 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;

(eeee) except for those transactions between the Company and the directors or any of their respective Associates (as defined under the Listing Rules) that are exempted from compliance with the requirements for connected transactions under the Listing Rules, there will be no connected transactions (as defined under the Listing Rules) between the Company and a connected person (as defined under the Listing Rules) subsisting immediately upon completion of the Global Offering and, except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there are no relationships or transactions not in the ordinary course of business between the Company and its respective customers, distributors or suppliers subsisting immediately upon completion of the Global Offering. The Company and its Subsidiary will be capable of carrying on its business independently of and will not place undue reliance on any parties, including in terms of management independence, operational independence and financial independence (taking into consideration factors such as provision of critical services, acting as the major supplier, customer or intermediaries, provision of financial assistance (including, but not limited to, loans and guarantees), ownership of significant assets (including, but not limited to, trademarks and operational rights) upon completion of the Global Offering);

(ffff) no indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts with current directors, supervisors or officers of the Company or its Subsidiary) is or will be outstanding between the Company or its Subsidiary, on the one hand, and any substantial shareholder or supervisor or any current or former director, supervisor or any officer of the Company or its Subsidiary, or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand;

(gggg) no director, supervisor or officer of the Company (or its associates) or the Warranting Shareholders, either alone or in conjunction with or on behalf of any other person,

is engaged in any business that is in competition with the business of the Company or its Subsidiary to the extent that there could be a conflict of interests between such director, supervisor officer or the Warranting Shareholders, as the case may be, or any of his, her or its associates and the general body of shareholders of the Company, nor is any director, supervisor or officer of the Company (or its associates) or the Warranting Shareholders, either alone or in conjunction with or on behalf of any other person, interested in any business that competes or is likely to compete, directly or indirectly, with the business of the Company or its Subsidiary and would require disclosure under the Listing Rules, nor is any director of the Company (or its associates) or any of the Warranting Shareholders interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to the Company or its Subsidiary; none of the directors of the Company, the Warranting Shareholders nor any of their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with the Company or its Subsidiary which is subsisting and which is material in relation to the business of the Company or its Subsidiary;

(hhhh) (A) all returns, reports or filings required by Laws or the Governmental Authorities to be filed by or in respect of the Company or its Subsidiary for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are complete, true and accurate in all respects and not misleading and prepared on a proper basis and are not the subject of any dispute with any taxing or other Governmental Authority and there are no circumstances giving rise to any such dispute; (B) all Taxation due or claimed to be due from the Company and its Subsidiary have been duly and timely paid; (C) there is no deficiency for Taxation of any amount that has been asserted against the Company or its Subsidiary; and (D) the provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular included appropriate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or its Subsidiary was then or could reasonably be expected thereafter to become or has become liable;

(iiii) each of the waivers and other relief, concession and preferential treatment relating to Taxation granted to the Company or its Subsidiary by any Governmental Authority is valid and in full force and effect, except where would not or could not reasonably be expected to result in Material Adverse Effect, and does not and will not conflict with, or result in a breach or violation of, or constitute a default under any applicable Law;

(jjjj) save as described in both the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxation and no capital gains, income, goods and services tax, value added tax, business tax, withholding or other Taxation are payable by or on behalf of the Company or its Subsidiary in Hong Kong, the PRC or any other jurisdiction (as the case may be) or to any taxing or other Governmental Authority thereof or therein in connection with (A) the execution, delivery and performance of this Agreement and the International Underwriting Agreement and the Related Agreements, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, allotment, issue, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters and the Capital Market Intermediaries contemplated in the Hong Kong Prospectus, (D) the offer, allotment, issue, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters and the Capital Market Intermediaries or the subsequent purchasers in the manner contemplated in each of the Hong Kong Prospectus and the Preliminary Offering

Circular, (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited; or (F) the sale, transfer or other disposition or delivery of any H Shares, including any realized or unrealized capital gains arising in connection with such sale, transfer or other disposition;

(kkkk) save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the H Shares of the Company may under the current Laws and regulations of Hong Kong be paid to shareholders of the Company in Hong Kong dollars;

(llll) the Subsidiary of the Company is not currently restricted or prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the share capital or other equity interests of or in the Subsidiary, from repaying to the Company any loans or advances to the Subsidiary from the Company, if the Subsidiary has any such loans or advances, or from transferring any of the properties or assets of the Subsidiary to the Company;

(mmmm) all dividends and other distributions which are declared and payable on the share capital of the Company in Renminbi to the shareholders of the Company may, under the Laws of the PRC, be payable in foreign currency and may be freely transferred out of the PRC, and all such dividends and other distributions are not subject to withholding or other taxes under the Laws of the PRC, are otherwise free and clear of any other tax, withholding or deduction in the PRC and may be so paid without the necessity of obtaining or making any Approvals and Filings of the PRC;

(nnnn) none of the Company, the Warranting Shareholders and their respective Affiliates, as such term is defined in Rule 501(b) under the Securities Act (collectively, “Affiliates” and each, an “Affiliate”) nor any person acting on behalf of any of the foregoing (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of (i) any “general solicitation or general advertising” within the meaning of Rule 502(c) under the Securities Act or any other conduct involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) any “directed selling efforts” within the meaning of Rule 902 under the Securities Act; each of the Company, the Warranting Shareholders and their respective Affiliates and any person acting on its or their behalf has complied with the offering restrictions requirement of Regulation S.

(oooo) no registration of the Offer Shares is required in connection with the offer, sale and delivery of the International Offer Shares to the International Underwriters and the subsequent purchasers thereof (including the offer, sale and delivery of the Cornerstone Shares) or the initial resale of the International Offer Shares by the International Underwriters in the manner contemplated by this Agreement, the Cornerstone Investor Agreements, the International Underwriting Agreement, the Hong Kong Prospectus and the Preliminary Offering Circular under the Securities Act;

(pppp) the Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act;

(qqqq) the Company reasonably believes that 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;

(rrrr) none of the Company, its Subsidiary or any of their respective supervisors, directors, officers, or any person acting on behalf of any of the foregoing nor to the best knowledge of the Company, any of the Company's and its Subsidiary's employees, Affiliates and agents (other than the Underwriters in their capacity as such) , has, at any time prior to the date of this Agreement, done or engaged in, or will, until Joint Global Coordinators and the Overall Coordinators have notified the Company of the completion of the distribution of the International Offer Shares, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the H 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 H Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the SEHK, the SFC or any other Authority including those in relation to bookbuilding and placing activities;

(ssss) none of the Company, its Subsidiary or any of their respective supervisors, directors, officers, or any person acting on behalf of any of the foregoing nor to the best knowledge of the Company, any of the Company's and its Subsidiary's employees, Affiliates and agents (other than the Underwriters in their capacity as such) (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 Securities and Futures Ordinance, or (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them as stabilizing manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise;

(tttt) under the Laws of Hong Kong, the PRC and any other jurisdiction, neither the Company, its Subsidiary, nor the Warranting Shareholders nor any of their properties, assets or revenues is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral awards; the irrevocable and unconditional waiver and agreement of the Company and the Warranting Shareholders in Section 18.8 hereof not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of the Company and the Warranting Shareholders under the Laws of Hong Kong, the PRC and any other jurisdiction;

(uuuu) the choice of law provisions set forth in this Agreement do not contravene the PRC and Hong Kong laws and will be recognized and given effect to by the courts of the PRC and Hong Kong; the Company and the Warranting Shareholders can sue and be sued in its own name under the Laws of the PRC and Hong Kong; the waiver of immunity on the grounds of sovereignty or crown status or otherwise do not contravene the PRC and Hong Kong laws and will be recognized and given effect to by the courts of the PRC and Hong Kong; the agreement that this Agreement shall be governed by and construed in accordance with the laws of Hong Kong do not contravene the PRC laws and are legal, valid and binding under the Laws of the

PRC and Hong Kong and will be respected by PRC and Hong Kong courts; service of process effected in the manner set forth in this Agreement will be effective to confer valid personal jurisdiction over the Company and the Warranting Shareholders; the Company agree with the decision by law that the arbitration agreement contained in this Agreement is a valid and effective agreement by the Company and the Warranting Shareholders to submit to arbitration; the agreement that each party to this Agreement shall defer any dispute to arbitration, and the agreement that the arbitration agreement shall be governed by and construed in accordance with the laws of Hong Kong are legal, valid and binding under the laws of the PRC and Hong Kong and will be respected by the PRC and Hong Kong courts; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company and the Warranting Shareholders under this Agreement will be recognized and enforced by the PRC and Hong Kong courts subject to the uncertainty as disclosed in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

(vvvv) it is not necessary under the Laws of Hong Kong or the PRC that any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the Capital Market Intermediaries (other than those incorporated, registered or organized under the Laws of Hong Kong or the PRC) should be licensed, qualified or entitled to carry out business in Hong Kong or the PRC (A) to enable them to enforce their respective rights under this Agreement or the International Underwriting Agreement or any other document to be furnished hereunder or thereunder, or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement;

(wwww) each of the Company and the Warranting Shareholders has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 7 hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean “the Company” and “the Warranting Shareholders”, and “we” or “us” or “our” shall mean the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the Capital Market Intermediaries;

(xxxx) the directors of the Company collectively have the experience, qualifications, competence and integrity to manage the Company’s business and comply with the Listing Rules, and individually have the experience, qualifications, competence and integrity to perform their individual roles, including an understanding of the nature of their obligations and those of the Company as a company listed on the Main Board of the Stock Exchange under the Listing Rules and other legal or regulatory requirements relevant to their roles;

(yyyy) there are no contracts, agreements or understandings between the Company, its Subsidiary and/or the Warranting Shareholders and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to International Underwriting Agreement) that would give rise to any claim against the Company, its Subsidiary, the Warranting Shareholders or any Underwriter for brokerage commissions, finder’s fees or other payments in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

(zzzz) other than as contemplated in the Cornerstone Investor Agreements, within the preceding six months, none of the Company, its Subsidiary, the Warranting Shareholders, their respective Affiliates nor any other person acting on behalf of the foregoing has offered or sold

to any person any H Shares or any securities of the same or a similar class as the H Shares; and each of the Company, the Warranting Shareholders and their respective Affiliates will take reasonable precautions designed to ensure that any offer or sale, direct or indirect, in the United States of any H Shares or any substantially similar securities issued by the Company, within six months subsequent to the date on which the distribution of the Offer Shares has been completed (as notified to the Company by Joint Global Coordinators and Overall Coordinators), is made under restrictions and other circumstances reasonably designed not to affect the status of the offer and sale of the Offer Shares in the United States contemplated by this Agreement as transactions exempt from the registration provisions of the Securities Act;

(aaaaa) none of the Company, its Subsidiary or the Warranting Shareholders has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any H Shares other than this Agreement, International Underwriting Agreement and the Cornerstone Investor Agreements;

(bbbbb) none of the investment commitments by the Cornerstone Investors under the Cornerstone Investor Agreements has been reduced, withdrawn, terminated, cancelled or otherwise not fulfilled;

(ccccc) none of the Company, its Subsidiary, the Warranting Shareholders and any of their respective substantial shareholders, supervisors, officers, directors, employees, Affiliates, advisers or agents has provided to any investment research analyst, whether directly or indirectly, formally or informally, in writing or verbally, any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or its Subsidiary that is not (A) reasonably expected to be included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; or (B) publicly available;

(ddddd) none of the directors of the Company has revoked or withdrawn the authority and confirmation in the responsibility letter, statement of interests, power of attorney, director's certificate, declaration and undertaking with regard to directors and confirmation letter, issued by him or her to the Stock Exchange, the Company, the Joint Sponsors, the Joint Global Coordinators and the Overall Coordinators, and such authority and confirmations remain in full force and effect;

(eeeee) all the interests or short positions of each of the Directors in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of such Ordinance, or which will be required pursuant to section 352 of such Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the SEHK 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, and in any assets which, in the two years preceding the date of the Hong Kong Prospectus, have been acquired or disposed of by, or leased to, the Company or its Subsidiaries, are fully, completely and accurately disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and

In addition, any certificate signed by any officer or director of the Company and delivered to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or any Underwriters and the Capital Market Intermediaries or any counsel for the Underwriters and the Capital Market Intermediaries 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, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Underwriter and Capital Market Intermediary.

Part B
Additional Representations and Warranties Given by the Warranting Shareholders

Each of the Warranting Shareholders jointly and severally represents and warrants to, and agrees with, each of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, Underwriters and the Capital Market Intermediaries as follows:

(a) Jiangsu Tiaoyu Science and Trade Co., Ltd. (江蘇棠宇科貿有限公司) (the **“Corporate Member of the Warranting Shareholders”**) has been duly incorporated and is validly existing and in good standing under the Laws of the PRC; the Corporate Member of the Warranting Shareholders has the corporate power and authority to execute, deliver and perform its obligations pursuant to this Agreement, the International Underwriting Agreement and any Related Agreements to which it is a party, and is capable of suing and being sued in its own name;

(b) the articles of association and other constitutional documents of the Corporate Member of the Warranting Shareholder comply with the requirements of the Laws of the PRC, and are in full force and effect;

(c) Mr. An Youcai and Mr. He Yiming have the full right and power to execute, deliver and perform his obligations under this Agreement, the International Underwriting Agreement and any Related Agreements to which he is a party, and is capable of suing and being sued in his own name;

(d) as of the date of this Agreement, the Warranting Shareholders are the legal and beneficial owner of the issued share capital of the Company as shown in the Hong Kong Public Offering Documents and the Preliminary Offering Circular;

(e) the Warranting Shareholders (A) have fully and accurately disclosed and reported their interest in the H Shares (as described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular) under all applicable tax, securities and other laws, and (B) have fully paid and discharged all applicable taxes, fees, charges, duties, levies or other obligations to any government authority in relation to their interest in the Shares and all transactions and activities involving such interest;

(f) the Warranting Shareholders are not entitled to any preemptive or similar rights to acquire the Offer Shares. There is no option, warrant, or other agreement or commitment obligating, or which may obligate, such Warranting Shareholders to sell H Shares or any other securities of the Company, and there are no securities held by the Warranting Shareholders convertible into or exchangeable for any equity securities of the Company;

(g) this Agreement, the International Underwriting Agreement and any Related Agreements (to the extent it is a party to) has been duly authorized, executed and delivered by the Warranting Shareholders and constitutes a legal, valid and binding agreement of the Warranting Shareholders, enforceable in accordance with its terms;

(h) the execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Related Agreements and any other document required to be executed by the Warranting Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Related Agreements, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the

fulfillment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of a lien, charge or Encumbrance on any property or assets of the Warranting Shareholders pursuant to (A) the articles of association or other constituent or constitutive documents or the business license of the Corporate Member of the Warranting Shareholders, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any of the Warranting Shareholders is a party or by which any of the Warranting Shareholders is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to any of the Warranting Shareholders or their respective properties or assets;

(i) none of the information included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular contains or will contain any untrue statement of a fact in relation to each of the Warranting Shareholders or omits or will omit to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made not misleading;

(j) none of the Warranting Shareholders has conducted, caused and/or procured any private placing or transfer of shares of the Company within the six months prior to the Global Offering;

(k) save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no indebtedness (actual or contingent) and no contract or arrangement is outstanding between the Company and its Subsidiary and any of the Warranting Shareholders or any company (excluding the Company and its Subsidiary) or undertaking which is owned or controlled by any of the Warranting Shareholders (whether by way of shareholding or otherwise);

(l) all amounts of a non-trade nature due to each member of the Warranting Shareholders (as applicable) by the Company and its Subsidiary have been settled, and all guarantees provided to the Company and its Subsidiary by any of the Warranting Shareholders and/or its close associates (excluding the Company and its Subsidiary) have been released;

(m) all information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) which is disclosed or made available by or on behalf of the Warranting Shareholders and/or any of their respective supervisors, directors, officers, employees, Affiliates or agents to the SEHK, the SFC, the CSRC, any applicable Authority, the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants (as defined below), the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company or the Underwriters and the Capital Market Intermediaries or the Overall Coordinators for the purposes of the Global Offering and/or the Listing (including, without limitation, the answers and documents contained in or referred to in the Verification Notes (and any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date of this Agreement), the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Preliminary

Offering Circular or the CSRC Filings or provided for or in the course of due diligence or the discharge by the Joint Sponsors of their obligations as sponsors under the Listing Rules and other applicable Laws (including the CSRC Rules), the information and documents provided for the discharge by the Underwriters, the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as an Underwriter, an Overall Coordinator and/or a Capital Market Intermediary under the Code of Conduct and the Listing Rules and other applicable Laws (including the CSRC Rules), and the responses to queries and comments raised by the SEHK, the SFC, the CSRC or any applicable Authority) was so disclosed or made available in full and in good faith and was when given and remains complete, true and accurate and not misleading in any material respects, 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. Each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect;

(n) there are (A) no actions, suits, proceedings, investigations or inquiries under any Laws or by or before any Authority pending or threatened or contemplated to which any Warranting Shareholder is or may be a party or to which any of her/its respective properties or assets is or may be subject, at law or in equity, before or by any Authority, whether or not arising from transactions in the ordinary course of business, (B) no Law that has been enacted, adopted or issued or that has been proposed by any Authority, and (C) no judgment, decree or order of any Authority, which, in any such case described in clause (A), (B) or (C) above, would, or could reasonably be expected to, individually or in the aggregate, materially and adversely affect the power or ability of any Warranting Shareholder to perform his/its obligations under this Agreement, the International Underwriting Agreement or any Operative Documents to which the Warranting Shareholders or any one of them is a party or otherwise materially and adversely affect the Global Offering;

(o) neither the Warranting Shareholders nor any person acting on his/its behalf has, to the extent applicable, taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or threatened to wind up, bankrupt, liquidate or dissolve itself, make itself dormant or eliminate itself;

(p) none of the Warranting Shareholders or any supervisor, director, officer, agent, representative, employee or affiliate of the Warranting Shareholders, nor any person acting on behalf of any of them is aware of or has, directly or indirectly, (A) taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled (in whole or in part) entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in the PRC, Hong Kong, the United States or any other jurisdiction to influence official action or secure an improper advantage; (B) made or authorized or will make or authorize any contribution, payment or give of funds or property to any candidate for public office, a government or government-owned or controlled (in whole or in part) entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office in the PRC, Hong Kong, the United States or any other jurisdiction, in either case, where either the payment or gift or the purpose of such contribution, payment or gift was or is prohibited under any applicable rules, regulations,

guidelines, measures, notices or circulars (in each case, to the extent mandatory or, if not complied with, the basis for legal, administrative or regulatory consequences), orders, judgments, decrees, rulings or other binding requirements of any relevant Governmental Authority of any locality, including but not limited to, the United States Foreign Corrupt Practices Act of 1977 (the “FCPA”), as amended, and the rules and regulations promulgated thereunder or any bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit in any jurisdiction in connection with the business activities of the Warranting Shareholders, as applicable; the Warranting Shareholders and their respective Affiliates have conducted their businesses at all times in compliance with all applicable anti-bribery or anti-corruption laws including but without limitation to the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), any Law promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Interim Regulation of the State Administration for Industry and Commerce on Prohibition of Commercial Bribery, the FCPA, the United Kingdom Bribery Act of 2010 or any other Law of similar purpose and scope (collectively, the “**Anti-Bribery Laws**”) and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein; neither the Warranting Shareholders nor any director, officer, supervisor or employee of the Corporate Member of the Warranting Shareholders has violated or is in violation of any provision of the Anti-Bribery Laws; and no action, suit, proceeding, investigation or inquiry by or before any Government Entity involving the Warranting Shareholders or their respective businesses with respect to Anti-Corruption Laws is pending or threatened; as used herein, "Government Entity" means any national government, political subdivision thereof, or local jurisdiction therein, any department, board, commission, court, 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, the Capital Market Intermediaries or Hong Kong Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties;

In addition, any certificate signed by any officer or director of each of the Warranting Shareholders (as applicable) and delivered to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, Underwriters or the Capital Market Intermediaries or any counsel for the Underwriters and Capital Market Intermediaries in connection with the Global Offering shall be deemed to be a representation and warranty by the Warranting Shareholders, as to matters covered thereby, to each Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Underwriter and Capital Market Intermediary.

SCHEDULE 4

CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal Documents

1. three certified true copies of the meeting minutes of the shareholders of the Company, dated January 8, 2025 in relation to the Global Offering referred to in Appendix VI to the Prospectus.
2. three certified true copies of the resolutions of the board of directors, or a committee of the board of directors of the Company;
 - 2.1 approving and authorising this Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - 2.2 approving the Global Offering and (subject to exercise of the Offer Size Adjustment Option (if any)) any issue of the Offer Shares pursuant thereto;
 - 2.3 approving and authorising the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular; and
 - 2.4 approving and authorising the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong.
3. three certified true copies of the resolutions of the director(s)/board of director(s) of each of Warranting Shareholders (to the extent it is a corporate where applicable) confirming the due execution of this Agreement and such documents as may be required to be executed by each of them pursuant to this Agreement or which are necessary or incidental to the Global Offering and the execution on its behalf and its performance thereof.
4. three certified true copies of the Registrar Agreement duly signed by the parties thereto.
5. three certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
6. three certified true copies of the amended and restated memorandum and articles of association of the Company which were adopted by its shareholders.
7. three certified true copies of the business license of the Company.
8. three certified true copies of the Certificate of Registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance.

9. three certified true copies of the current Business Registration Certificate of the Company.
10. three certified true copies of the service contracts (or letters of appointment in respect of the independent non-executive directors) of each of the Directors and Supervisors of the Company.
11. three certified true copies or signed originals of each of the responsibility letters and statements of interests, and powers of attorney signed by each of the Directors.
12. three certified true copies of each of the material contracts referred to in the section of the Prospectus headed "Appendix VI – Statutory and General Information – Further Information about Our Business – Summary of Material Contracts" (other than this Agreement).
13. three certified true copies or signed originals of the undertakings from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.
14. three certified true copies or signed originals of the undertakings from each of the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
15. three certified true copies of the undertakings from the Directors regarding repurchase of Shares in accordance with Rule 10.06(1)(b)(vi) of the Listing Rules.
16. three certified true copies of the confirmation from the Company pursuant to Rule 10.06(1)(b) of the Listing Rules.

Documents relating to the Hong Kong Public Offering

17. three printed copies of the Prospectus duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, certified true copies of the relevant powers of attorney.
18. three signed originals of the Verification Notes duly signed, among others, by or on behalf of the Company and each of the Directors (or their respective duly authorised attorneys).
19. three signed originals of the accountants' report dated the Prospectus Date from the Reporting Accountant, the text of which is contained in Appendix I to the Prospectus.
20. three signed originals of the letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted consolidated net tangible assets and fully diluted forecast earnings per Offer Share, the text of which is contained in Appendix II to the Prospectus.
21. three signed originals of the letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Company confirming, *inter alia*, the indebtedness statement contained in the Prospectus, in a form previously agreed by the Reporting Accountant with the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

22. three signed originals of the letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Company regarding the working capital sufficiency, in a form previously agreed by the Reporting Accountant with the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).
23. three signed originals of the Hong Kong comfort letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, 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 in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
24. three signed originals of the profit forecast and working capital forecast memorandum approved by the Board.
25. three signed originals of the legal opinions from the Company's PRC Counsel dated the Prospectus Date in respect of (i) the properties owned and leased by the Group and (ii) the establishment, business and legal status of the Group under PRC laws in form and substance satisfactory to the Joint Sponsors and Overall Coordinators.
26. three signed originals of the legal opinions from the Underwriters' PRC Counsel dated the Prospectus Date in respect of (i) properties owned and leased by the Group and (ii) the establishment, business and legal status of the Group under PRC laws in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
27. three signed originals of the IP legal due diligence and FTO reports from IP Counsel dated the Prospectus Date, addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Underwriters in respect of matters concerning the Group, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
28. three signed originals or certified true copies of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.
29. three signed originals of the report from the Industry Consultant, dated the Hong Kong Prospectus Date.
30. three certified true copies or signed originals of each of the letters referred to in the paragraph titled "Consents of Experts" of Appendix VI to the Prospectus (except the consent letters from the Joint Sponsors) containing consents to the issue of the Prospectus with the inclusion of references to the respective parties' names, and where relevant their reports and letters in the form and context in which they are included.
31. three certified true copies or signed originals of the certificates as to the accuracy of the Hong Kong Public Offering Documents and the Formal Notice given by the relevant translator thereof together with a certified true copy or signed originals of a certificate issued by Toppan Merrill Limited as to the competency of such translator.

32. three certified true copies of notification issued by the CSRC dated June 25, 2025 confirming the completion of CSRC filing procedures, in connection with the application for listing of the H Shares on the Stock Exchange.
33. three certified true copies of the compliance advisor agreement entered into between the Company and Octal Capital Limited.
34. three copies of the certificate of authorisation from the Stock Exchange authorising the registration of the Prospectus.
35. three copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.

Part B

1. three signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountant, dated the Listing Date and addressed to 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. three signed originals of the "Regulation S" comfort letter to be dated on the date of the Final Offering Circular from the Reporting Accountant addressed to the Joint Sponsors, the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Overall Coordinators and the Joint Sponsors, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Final Offering Circular.
3. three signed originals of the bringdown "Regulation S" comfort letter dated the Listing Date from the Reporting Accountant addressed to the Joint Sponsors, the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Overall Coordinators and the Joint Sponsors, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Final Offering Circular and subsequent change in financial position of the Group.
4. three signed originals of the English language legal opinion by the Company's PRC Counsel dated the Listing Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, each including a bring-down opinion of the opinion in item 25 of Part A.
5. three signed originals of the English language legal opinion by the Underwriters' PRC Counsel dated the Listing Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, each including a bring-down opinion of the opinion in item 26 of Part A.
6. three signed originals of the bring-down IP legal due diligence and FTO reports from IP Counsel dated the Prospectus Date, addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Underwriters in respect of matters concerning the Group, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

7. three signed originals of the Hong Kong legal opinions from the Company's HK & US Counsel dated the Listing Date, addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Underwriters concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
8. three signed originals of the Hong Kong legal opinions from the Underwriters' HK & US Counsel dated the Listing Date, 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. three signed originals of the no-registration opinion from Company's HK & US Counsel dated the Listing Date, addressed 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 International Underwriters concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
10. three signed originals of the no-registration opinion from the Underwriters' Company's HK & US Counsel dated the Listing Date, addressed 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 International Underwriters concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
11. three signed originals of each of the certificates of the Company, the Controlling Shareholders, joint company secretaries of the Company, officers of the Company and directors of the Company in the form set out in the schedules and/or exhibits of the International Underwriting Agreement.
12. three originals of the Price Determination Agreement, each duly signed by the parties thereto.
13. three certified true copies of the written resolutions by the authorised attorneys of the board of directors approving the determination of final offer price and basis of allotment.
14. three certified true copies of the Admission issued by the Listing Committee of the Stock Exchange.
15. three copies of the declaration signed by a Director and the company secretary of the Company in the form set out in Form F published in Regulatory Forms (as defined in the Listing Rules).

SCHEDULE 5

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid 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 Underwriters' Application, such application must be made online via the HK eIPO White Form Service at www.eipo.com.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 Underwriters' Applications.

SCHEDULE 6

ADVERTISING ARRANGEMENTS

The Formal Notice is to be published on the official website of the Stock Exchange (www.hkexnews.hk) and the website of the Company (<http://www.abbio.com>) on July 31, 2025.

SCHEDULE 7

PROFESSIONAL INVESTOR TREATMENT NOTICE

1. You are a Professional Investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:
 - 1.1 a trust corporation having been entrusted with total assets of not less than HK\$40 million (or equivalent) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements issued to the trust corporation in respect of the trust(s) within the last 12 months;
 - 1.2 a high net worth individual having, alone or with associates on a joint account, a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in a certificate from an auditor or professional accountant or in custodian statements issued to the individual within the last 12 months;
 - 1.3 a corporation the sole business of which is to hold investments and which is wholly owned by (1) a trust corporation which falls within paragraph 1.1 above; (2) an individual who, alone or with associates on a joint account, falls within paragraph 1.2 above; or (a corporation or partnership which falls within paragraph 1.4 below); and
 - 1.4 a high net worth corporation or partnership having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in custodian statements issued to the corporation or partnership within the last 12 months.

We have categorized you as a Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as a Professional Investor in relation to all investment products and markets.

2. As a consequence of categorisation as a Professional Investor, we are not required to fulfil certain requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "**Code**") and other Hong Kong regulations. While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.
 - 2.1 Client agreement: We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.
 - 2.2 Risk disclosures: We are not required by the Code to provide you with written risk warnings in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.
 - 2.3 Information about us: We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

- 2.4 Prompt confirmation: We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.
 - 2.5 Information about clients: We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.
 - 2.6 Nasdaq–Amex Pilot Program: If you wish to deal through the Stock Exchange in securities admitted to trading on the Stock Exchange under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.
 - 2.7 Suitability: We are not required to ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives.
 - 2.8 Investor characterization/disclosure of sales related information: We shall not be subject to the requirements of paragraph 5.1A of the Code relating to know your client investor characterization and paragraph 8.3A of the Code relating to disclosure of sales related information.
3. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
 4. 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.
 5. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Professional Investor.
 6. By entering into this Agreement, you hereby agree and acknowledge that we (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by AN YOUCAI)
for and on behalf of)
Ab&B Bio-Tech CO., LTD. JS (江蘇中慧元通生)
物科技股份有限公司))



SIGNED by
AN YOUCAI
(安有才)

)

)

)

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

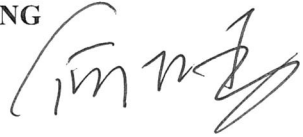
SIGNED by AN YOUCAI)
for and on behalf of)
JIANGSU TIAOYU SCIENCE AND)
TRADE CO., LTD. (江蘇耀宇科貿有限公)
司))



SIGNED by)

HE YIMING)

(何一鳴))

A handwritten signature in black ink, appearing to be 'He Yiming', written in a cursive style.

SIGNED by Shufan Zhou (Sandy)

for and on behalf of
CITIC SECURITIES
(HONG KONG) LIMITED

)
)
)
)
)



SIGNED by Shufan Zhou (Sandy)

for and on behalf of
CLSA LIMITED

)
)
)
)


SIGNED by Steve Lam

for and on behalf of
CLSA LIMITED

)
)
)
)



SIGNED by Shufan Zhou (Sandy)

for and on behalf of

CLSA LIMITED

for and on behalf of each of the other

HONG KONG UNDERWRITERS

(as defined herein)

)
)
)
)
)
)
)
)
)
)



SIGNED by Steve Lam

for and on behalf of

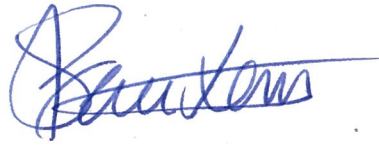
CLSA LIMITED

for and on behalf of each of the other

HONG KONG UNDERWRITERS

(as defined herein)

)
)
)
)
)
)
)
)
)
)

A handwritten signature in blue ink, appearing to read "Steve Lam", is written over the closing parentheses of the signature block.

SIGNED by **CHEUNG Yee Man, Elaine**)

for and on behalf of)

CMB INTERNATIONAL)

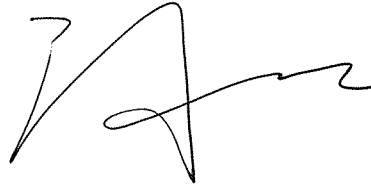
CAPITAL LIMITED)

A handwritten signature in black ink, appearing to read 'Elaine', written in a cursive style.

SIGNED by Jinghao KANG

for and on behalf of
**CMB INTERNATIONAL
CAPITAL LIMITED**

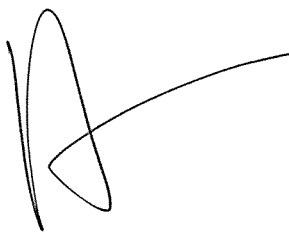
)
)
)
)
)

A handwritten signature in black ink, appearing to be 'Jinghao Kang', written in a cursive style.

SIGNED by Tat Wai LAU

for and on behalf of
**CMB INTERNATIONAL
CAPITAL LIMITED**

)
)
)
)
)

A handwritten signature in black ink, consisting of a large, stylized 'L' shape with a horizontal stroke extending to the right.

SIGNED by CHEUNG Yee Man, Elaine)
)
for and on behalf of)
CMB INTERNATIONAL)
CAPITAL LIMITED)
for and on behalf of each of the other)
HONG KONG UNDERWRITERS)
(as defined herein))



SIGNED by Jinghao KANG

for and on behalf of

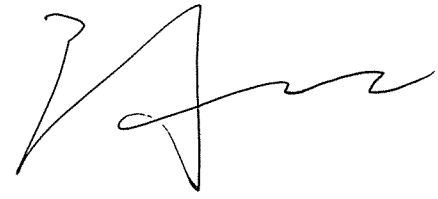
**CMB INTERNATIONAL
CAPITAL LIMITED**

for and on behalf of each of the other

HONG KONG UNDERWRITERS

(as defined herein)

)
)
)
)
)
)
)
)
)
)



SIGNED by **Tat Wai LAU**)
)
for and on behalf of)
CMB INTERNATIONAL)
CAPITAL LIMITED)
for and on behalf of each of the other)
HONG KONG UNDERWRITERS)
(as defined herein))

