

基石投资协议

2025 年 11 月 5 日

中伟新材料股份有限公司

贵州省新型工业化发展股权投资基金合伙企业（有限合伙）

摩根士丹利亚洲有限公司

华泰金融控股（香港）有限公司

中国国际金融香港证券有限公司

农银国际融资有限公司

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本协议（本“协议”）于 2025 年 11 月 5 日签订：

各方当事人如下：

- (1) 中伟新材料股份有限公司，一家在中国成立的股份有限公司，其注册办事处位于中国贵州省铜仁市大龙经济开发区 2 号干道与 1 号干道交汇处（“公司”）；
- (2) 贵州省新型工业化发展股权投资基金合伙企业（有限合伙），一家于中国贵州注册成立的公司，其注册办事处位于贵州省贵阳市观山湖区长岭北路 55 号贵州金融城中央商务区 10 号楼 9 层 9001 号，实际经营地址位于贵州省贵阳市云岩区南垭路 67 号金控集团 5 号楼六楼（“投资者”）；
- (3) 摩根士丹利亚细有限公司，地址为：香港九龙柯士甸道西 1 号环球贸易广场 46 楼（“摩根士丹利”）；
- (4) 华泰金融控股（香港）有限公司，地址为：香港 皇后大道中 99 号中环中心 62 楼（“华泰”，与摩根士丹利合称为“联席保荐人”，各自称为“一名联席保荐人”）；
- (5) 中国国际金融香港证券有限公司，地址为：香港中环港景街 1 号 国际金融中心一期 29 楼（“中金”）；及
- (6) 农银国际融资有限公司，地址为：香港干诺道中 50 号 中国农业银行大厦 11 楼（“农银国际”，与摩根士丹利、华泰及中金合称“整体协调人”，各自称为“一名整体协调人”）。

鉴于：

- (A) 公司已提交以全球发售的方式（“全球发售”）将其 H 股（定义见下文）在联交所（定义见下文）上市的申请，其中包括：
 - (i) 公司公开发售 10,422,600 H 股（定义见下文）供香港公众人士认购（“香港公开发售”）；和
 - (ii) 公司根据证券法（定义见下文）S 条例进行离岸交易，在美国境外向投资者进行有条件的 93,802,800 H 股配售（包括向香港的专业和机构投资者配售）以及在美国向符合 144A 规则或证券法项下其他登记豁免规则的合资格机构买家（“合资格机构买家”）（144A 规则下定义）进行的有条件配售（“国际发售”）。
- (B) 摩根士丹利和华泰担任全球发售的联席保荐人，摩根士丹利、华泰、中金和农银国际担任全球发售的整体协调人及资本市场中介人。
- (C) 投资者希望根据并基于本协议条件和条款认购投资者股份（定义见下文），作为国际发售的一部分。

各方在此达成如下协议：

1. 定义和解释

- 1.1 除文义另有所指外，在本协议（包括其附表及绪言）中，下列各词汇、术语和用语具备以下含义：

“联属公司”就特定个人或实体而言，除上下文另有规定外，是指直接或间接通

过一个或多个中介机构控制，或受其控制或与指定的个人或实体共同控制的任何个人或实体。为了本定义的目的，“控制”（包括“控制”、“由...控制”及“与...共同控制”）是指直接或间接拥有指导或引导他人管理和政策方向的权力（无论通过拥有表决权的证券、合同或其他方式）；

“**会计及财务汇报局**”指香港会计及财务汇报局；

“**总投资额**”指等于发售价乘以投资者股份数目的金额；

“**批准**”具有第6.2(g)条所赋予的含义；

“**联系人/紧密联系人**”应具有上市规则赋予该术语的定义，及“**各联系人/紧密联系人**”应据此予以相应解释；

“**佣金**”指费用规则（定义见上市规则）第 7(1)段要求的按总投资额的 1%计算的佣金；

“**营业日**”指香港持牌银行一般对香港公众正常营业以及联交所对外进行证券买卖业务的任何日子（星期六、星期日及香港公共假期除外）；

“**中央结算系统**”指香港中央结算有限公司建立和经营的中央结算及交收系统；

“**交割**”指根据本协议条款和条件完成对投资者股份的认购；

“**资本市场中介**”指行为守则中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

“**行为守则**”指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

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

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

“**关连人士/核心关连人士**”应具有上市规则赋予该术语的定义，及“**关连人士/核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规则赋予该词的涵义；

“**合约(第三者权利)条例**”指不时经修订或补充或另行修改的《合约(第三者权利)条例》（香港法例第 623 章）；

“**控股股东**”除上下文另有要求外，须具有上市规则赋予该词的涵义及“**控股股东**”亦须据此解释；

“**中国证监会**”指中国证券监督管理委员会；

“**中国证监会备案规则**”指不时经修订、补充或以其他方式修改的中国证监会发

布的《境内企业境外发行证券和上市管理试行办法》及配套指引；

“中国证监会备案报告”指公司就全球发售根据中国证监会备案规则第13条提交予中国证监会的备案报告，包括其中任何修订、补充和/或修改；

“中国证监会备案”指根据中国证监会备案规则和其他适用法律、法规和中国证监会的要求，就全球发售事项以书面、口头或其他任何方式向或将向中国证监会提交/作出的任何和所有信函、备案、通信往来、沟通、文件、回复、承诺和呈交，包括其中任何修订、补充和/或修改（包括但不限于中国证监会备案报告）；

“延迟交付日期”指在香港公开发售承销协议和国际发售承销协议均已签订并已成为无条件协议且尚未终止前提下，整体协调人应依据第4.3条通知投资者的晚于上市日期的日期；

“处置”就任何相关股份而言，包括直接或间接，

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其中任何权益，或代表接收该等相关股份的权利的任何其他证券的任何合法或实益权益的发售、抵押、押记、出售、按揭、借贷、设立、转移、转让或以其他方式处置任何合法或实益权益（包括设立任何购股权或订立协议设立购股权，或出售或授出或同意出售或授出任何购股权或购买、认购、出借或以其他方式转让或处置任何购股权的合同或任何认股权证或购买权、认购权、出借权或以其他方式转让或处置，或购买或同意购买任何购股权、合同、认股权证或出售权）（直接或间接，有条件或无条件），或者设立任何性质的任何第三方的权利；或者直接或间接、有条件或无条件缔约进行上述任何处置；或
- (ii) 订立任何掉期交易或其他安排将相关股份或其中任何权益的任何实益所有权或该等相关证券或此类其他证券或其中的任何权益的任何经济后果或附带后果部分或全部转让他人；或
- (iii) 直接或间接开展与上述第(i)及(ii)项所描述的任何一项交易具有相同经济效果的任何其他交易；或
- (iv) 同意或缔约或公开宣布有意开展上述第(i)、(ii)及(iii)项所描述的任何交易，无论上述第(i)、(ii)及(iii)项所描述的交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份其他证券、以现金或其他方式结算；且**“处置”**应据此予以解释；

“FINI”须具有上市规则赋予该词的涵义；

“全球发售”具有绪言(A)所赋予的含义；

“政府机构”是指任何国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家的政府、政府间的、监管机构或行政委员会、董事会、机构、主体或代理部门，或任何证券交易所、自监管或其他非政府监管机构，或任何法院、司法机构、法庭、仲裁庭或仲裁员（包括但不限于联交所、深交所、证监会及

中国证监会)；

“**集团**”指公司及其附属公司；

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

“**港元**”指香港法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有绪言 (A)所赋予的含义；

“**受偿方**”具有第6.6 条所赋予的含义，“**受偿方**”为其中任何一方，视情况而定；

“**国际发售**”具有绪言 (A)所赋予的含义；

“**国际发售通函**”指公司预期向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条所赋予的含义；

“**投资者股份**”指投资者根据本协议条款及条件，按照附表一进行计算，并由公司、整体协调人决定，由投资者于国际发售中认购的 H 股数目；

“**法律**”指所有相关司法管辖区的任何政府机构（包括但不限于联交所、深交所、证监会和中国证监会）的所有法律、成文法规、立法、条例、办法、规则、法例、指引、指导、决定、意见、通知、通函、指南、要求、命令、判决、判令或裁定；

“**征费**”指就总投资额而言 0.0027%的证监会交易征费（或上市日期现行的交易征费）和 0.00565%的联交所交易费（或上市日期现行的交易费）及 0.00015%的会计及财务汇报局交易征费（或上市日期现行的交易征费）；

“**上市日期**”指 H 股首次在联交所主板上市的日期；

“**上市指南**”指经不时修改、补充或修订的，联交所刊发的《新上市申请人指南》；

“**上市规则**”指不时经修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、指引及其他规定；

“**禁售期**”具有第5.1 条所赋予的含义；

“**发售价**”指将根据全球发售进行发售或出售 H 股的每股 H 股的最终港元价格（不包括佣金和征费）；

“**超额配股权**”具有国际发售通函所赋予的定义；

“各方”指列名的本协议各方；“一方”按文义应指他们其中任何一方；

“中国”指中华人民共和国，仅就本协议而言，不包括香港及澳门特别行政区和中国台湾地区；

“初步发售通函”指公司将向潜在投资者（包括投资者）发出的与国际发售有关的经不时修订或补充的初步发售通函；

“专业投资者”具有证券及期货条例附录 1 第 1 部分所赋予的含义；

“自营投资为基础”指投资者出于自身利益及投资目的而进行投资(无论该投资是否是为了该投资者的任何股东或资金投资者的利益而进行)，而非作为任何第三方的代理人而进行；

“招股章程”指公司将就香港公开发售在香港发行的最终招股章程；

“公开文件”指公司为国际发售将发出的初步发售通函和国际发售通函，为香港公开发售将在香港发出的招股章程，以及公司就全球发售可能发出的其他文件和公告，上述各项可经不时修改或补充；

“合格机构买家”具有绪言 (A)所赋予的含义；

“监管机构”具有第6.2(i)条所赋予的含义；

“相关股份”指投资者或其全资子公司（如有）根据本协议第2.2 条认购的投资者股份，以及根据任何供股、资本化发行或其他资本重组形式（不论该等交易是否以现金或其他方式结算）由投资者股份派生的公司任何股份或其他证券或权益；

“S 条例”指证券法 S 条例；

“人民币”指中国法定货币；

“144 条例”指证券法 144 条例；

“144A 条例”指证券法 144A 条例；

“证券法”指经修订的美国 1933 年《证券法》（不时补充或以其他方式修改，以及据此颁布的规则和条例）；

“证监会”指香港证券及期货事务监察委员会；

“证券及期货条例”指不时经修订、补充或另行修改的《证券及期货条例》（香港法例第 571 章）；

“联交所”指香港联合交易所有限公司；

“附属公司”具有公司条例所赋予的定义；

“美国”指美利坚合众国及其领土、领地、美国任何州以及哥伦比亚特区；

“美元”指美国法定货币； 及

“美国人士”具有 S 条例所赋予的含义。

1.2 在本协议中，除文义另有所指外：

- (a) 凡提及“条”、“款”或“附表”均指本协议中的条、款或附表；
- (b) 索引、条款和附表标题仅为方便阅读而设，不得影响对本协议的理解或解释；
- (c) 绪言和附表构成本协议的其中部分，并具有同等效力和作用，犹如本协议正文明确所载，以及凡提及本协议应包含绪言和附表；
- (d) 含有单数含义应包括复数含义，反之亦然；具有一种性别意义的词汇应包括另一种性别的含义；
- (e) 凡提及本协议或其他文件包括本协议或其他文件的任何修订或替换；
- (f) 凡提及一项法规、法定条文、法例或规则，包括提述：
 - (i) 该法规、法定条文、法例或规则经不时合并、修订或补充、修改、重新制定，或由任何法规、法定条文、法例或规则取代；
 - (ii) 对其重新制定的任何废除的法规、法定条文、法例或规则（无论是否进行修改）； 及
 - (iii) 根据它制定的任何附属立法；
- (g) 凡提及时间及日期，除非特别规定，均分别指香港时间及日期；
- (h) 凡提及“人士”包括提及个人、企业、公司、法人团体、非公司社团或机构、政府、国家或国家机构、联营企业、联合体或合伙（无论是否具有独立法人资格）；
- (i) 凡提及“包括”及“包含”应解释为包括但不限于及包含但不限于； 及
- (j) 凡提及有关香港之外其他司法权区下任何诉讼、救济、措施或司法程序的法律词汇，法律文件、法律状态、法庭、官方或任何法律概念或事物将视为具有该司法权区下与有关香港法律词汇最相近之含义。

2. 投资

2.1 在满足下文第3 条提及的各条件（或经各方豁免，但第3.1(a)条、第3.1(b)条、第3.1(c)条、第3.1(d)条及第3.1(e) 条所载条件不得豁免，且第3.1(f)条项下的条件仅可由公司、联席保荐人及整体协调人豁免）及在本协议其他条款和条件的规限下：

- (a) 投资者将于上市日期或（若适用）延迟交付日期认购，且公司将发行、分配及发售，且整体协调人将分配及/或交付或安排分配及/或交付予投资者，投资者将通过整体协调人及/或其联属公司（以相关部分国际发售的国际承销商的国际代表身份）按发售价认购的投资者股份并作为国际发售的一部分； 及

(b) 投资者将根据第4.2条就投资者股份支付总投资额、佣金和征费。

2.2 投资者可选择于不迟于上市日期前三个营业日书面通知公司、联席保荐人及整体协调人，通过投资者的一家全资附属公司认购投资者股份。该全资附属公司为专业投资者，且为 (A) 一个合资格机构买家，或 (B) (i) 非美国人士；(ii) 位于美国境外；及 (iii) 根据 S 条例收购离岸交易中的投资者股份，但是：

(a) 投资者应促使该全资附属公司于同日向公司、联席保荐人及整体协调人提供书面确认函，表示其同意遵守投资者在本协议中作出的相同协定、声明、保证、承诺、承认和确认，且投资者在本协议中作出的协定、声明、保证、承诺、承认和确认应视为由投资者为其自身和代表该全资附属公司作出；及

(b) 投资者(i) 向公司、联席保荐人及整体协调人无条件且不可撤销地保证，该全资附属公司妥善且准时履行其在本协议项下所应遵守的所有的协定、义务、承诺、保证、声明、赔偿、同意、承认、确认及契诺；及(ii) 承诺共同及个别地按照第6.6条的规定，根据受偿方各方的要求，充分有效地给予弥偿及按要求维持弥偿。

本第2.2条项下构成了投资者直接、主要且无条件的义务，即按照要求向公司、联席保荐人及整体协调人支付该全资附属公司在本协议项下任何应付款项，且按要求及时履行该全资附属公司在本协议项下的任何义务，而无需公司、联席保荐人及整体协调人先采取针对该全资附属公司或任何其他人士的措施。除非文义另有所指，投资者一词在本协议中应被理解为包含该全资附属公司。

2.3 公司及整体协调人可以根据第4.3条自主决定于延迟交付日期交付全部或部分的投资者股份。

2.4 公司及整体协调人（代表其自身及全球发售的承销商）将根据全球发售的条款和条件以他们商定的方式决定发售价。投资者股份的确切数量将由公司及整体协调人根据附表一最终决定，且该决定为最终且对投资者具有约束力（除非出现明显错误）。

3. 交割前提条件

3.1 投资者在本协议项下根据第2.1条认购投资者股份的义务，以及公司及整体协调人根据第2.1条发行、分派、配售、分配及/或交付或促使发行、分派、配售、分配及/或交付）投资者股份的义务，仅取决于各方于交割之时或之前满足或豁免（但第3.1(a)条、第3.1(b)条、第3.1(c)条、第3.1(d)条及第3.1(e)条所载条件不得豁免，且第3.1(f)条项下所载条件仅可由公司、联席保荐人及整体协调豁免）以下各项条件：

(a) 香港公开发售承销协议和国际发售承销协议经订立并于不迟于该等承销协议指明的时间和日期（根据彼等各自的原定条款或其后协议各方通过协议豁免或更改的条款）已生效并须无条件履行，且上述承销协议均尚未被终止；

(b) 发售价已由公司及整体协调人（代表他们自己和全球发售的承销商）根据各方将签署的定价协议协商确定；

- (c) 联交所已批准 H 股（包括投资者股份）上市和买卖并授予其他适用豁免和批准，包括与投资者认购投资者股份有关的事项，且该等批准、同意或豁免在 H 股于联交所开始买卖之前尚未被撤销；
- (d) 中国证监会已经受理中国证监会备案并在其网站上发布中国证监会备案的备案结果，且该等受理通知书和/或经公布的备案结果在 H 股于联交所开始买卖之前尚未被拒绝、撤回、撤销或使其无效；
- (e) 任何政府机构尚未制定或颁布任何法律禁止完成全球发售或本协议项下拟进行的交易，并且具有管辖权的法院未发出任何有效命令或禁制令阻止或禁止该等交易的进行；及
- (f) 投资者在本协议项下的各自声明、保证、承认、承诺和确认在所有方面均属准确、真实及完整且无误导性，且投资者并无违反本协议。

3.2 若于 2025 年 12 月 31 日当日或之前（或公司、投资者、联席保荐人及整体协调人之间可能书面同意的其他日期），第3.1 条所载的任何条件未获实现或未被各方豁免（但第3.1(a)条、第3.1(b)条、第3.1(c)条、第3.1(d)条及第3.1(e)条所载条件不得豁免，且第3.1(f)条项下的条件仅可由公司、联席保荐人及整体协调人豁免），投资者购买投资者股份的义务，以及公司及整体协调人发行、分派、配售、分配及/或交付（视乎情况而定）或促使发行、分派、配售、分配及/或交付（视乎情况而定）投资者股份的义务应终止，且投资者根据本协议向任何其他方支付的任何款项将由该其他方在不计利息且在任何情况下不晚于本协议终止日期的三十(30)日内归还予投资者，而本协议将予以终止并不具有效力，且公司、联席保荐人及/或整体协调人的所有义务及责任应停止并终止；但根据本第3.2 条终止本协议，不得影响任何一方在该等终止之时或之前就本协议所载条款对其他各方的已有权利或责任。为避免疑义，本条款中的任何内容均不得解释为赋予投资者对其违反投资者根据本协议在本条提及的日期前作出并保持有效的任何声明、保证、承诺、承认及确认予以补救的权利。

3.3 投资者承认无法保证全球发售将会完成、不会延迟、不会终止或发售价将在公开文件规定的示意性范围内，若因任何原因全球发售在预计的日期和时间延迟、终止、未能进行或没有完成或根本无法完成，或如果发售价不在公开文件规定的指示性范围内，公司、联席保荐人或整体协调人将不会对投资者承担任何责任。投资者特此放弃，以因全球发售因任何原因按预计的时间及日期延迟、终止、未能进行或未能完成或根本无法完成，或如果发售价不在公开文件规定的指示性范围内为由，任何对公司、联席保荐人及/或整体协调人或上述各方的附属公司、联属公司、高级管理人员、董事、监事（如适用）、雇员、顾问、联系人、代理及代表提出任何申索或诉讼的权利（如有）。

4. 交割

4.1 在第3 条和本第4 条的规限下，根据国际发售并作为国际发售的一部分，投资者将以发售价认购投资者股份，并通过整体协调人（和/或其各自的联属公司）以其作为国际发售相关部分的国际承销商代表的身份进行。据此，投资者股份的认购将同时与国际发售按公司、整体协调人确定的时间和方式交割。

倘公司、联席保荐人及整体协调人认为公司在上市日无法遵守 (a) 上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最

高的三名公众股东实益拥有的百分比不得超过 50%）；(b) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）规定或联交所另行豁免的最低公众持股量规定；(c) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求；及/或 (d) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例，公司、联席保荐人及整体协调人应有权以其唯一及绝对酌情权调整投资者认购及/或收购的投资者股份数目的分配，以确保遵守上市规则（或联交所授予之相关豁免的规定）。

- 4.2 不论投资者股份的交付时间和方式如何，投资者应于香港公开发售首日或之前，以立即可用的港元资金通过电汇（向整体协调人通知投资者的香港证券账户）全数支付总投资额连同相关佣金和征费，其应向整体协调人于香港公开发售首日前一（1）个完整营业日书面通知为投资者开出的香港证券账户进行划款，并且不得作出任何扣除或抵销，前述通知应（其中）包括付款账户详情和投资者根据本协议的应付总额。整体协调人将于上市日期前一（1）个完整营业日通知投资者总投资额及相关佣金和征费明细，并于上市日期上午 8:00（香港时间）或之前，通过上述投资者证券账户将总投资额连同相关佣金和征费划转至整体协调人的银行账户完成支付。
- 4.3 若整体协调人自主确定所有或任何部分投资者股份将于晚于上市日期的日期（“**延迟交付日期**”）交付，整体协调人应在 (i) 不迟于上市日期前两（2）个营业日，书面通知投资者将会延迟交付的投资者股份数目；及 (ii) 不迟于实际延迟交付日期前两（2）个营业日，书面通知投资者延迟交付日期，但前提是，延迟交付日期不应晚于可以行使超额配股权最后一日之后三（3）个营业日。整体协调人的此类决定将对投资者具有决定性和约束力。如果投资者股份将在延迟交付日期交付给投资者，则投资者仍应依照第4.2 条的规定支付投资者股份对应的总投资额连同相关佣金和征费。
- 4.4 在根据第4.2 条妥为缴付投资者股份的款项的规限下，向投资者交付投资者股份应通过中央结算系统进行，方式是直接将投资者股份存入中央结算系统，以寄存于中央结算系统投资者户口持有人账户或投资者于不迟于上市日期前或根据第 4.3 条确定的延迟交付日期前三（3）个营业日书面通知整体协调人的中央结算系统股份账户。
- 4.5 在不影响第4.3 条的前提下，投资者股份的交付亦可通过公司、联席保荐人、整体协调人和投资者共同书面同意的任何其他方式进行，但前提是，投资者股份的交付不晚于可以行使超额配股权最后一日之后三（3）个营业日，无论交付该投资者股份的时间和方式如何。
- 4.6 若未能按本协议规定的时间和方式及时（不论全部或部分）支付总投资额款项和相关佣金和征费，公司、联席保荐人及整体协调人保留以其绝对酌情权决定终止本协议的权利，在此情况下，公司、联席保荐人及整体协调人的所有义务和责任应停止并终止（但不得影响公司、联席保荐人及整体协调人可能因投资者未能遵守其于本协议项下的义务而对其享有的任何申索）。投资者在任何情况下均应根据第6.6 条全权负责并应赔偿各受偿方因投资者未能全数支付总投资额款项、佣金和征费而可能蒙受或由其产生或与之相关的任何损失和损害赔偿，并确保其不受损失且使其获全数赔偿（按照税后标准）。
- 4.7 若因公司、联席保荐人及整体协调人原因导致其未能按本协议预定的时间和方

式及时（不论全部或部分）向投资者交付本协议附表一中所述之投资者股份，投资者保留以其绝对酌情权决定终止本协议的权利，在此情况下，投资者的所有义务和责任应停止并终止。

- 4.8 若出现公司、联席保荐人、整体协调人及/或其各自联属公司（视情况而定）、无法控制的情形，包括但不限于天灾，洪水，战争（不论宣战或未宣战），恐怖主义，火灾，骚乱，叛乱，内乱，流行病或严重流行病（包括但不限于 SARS, H5N1, MERS and COVID-19），疾病的爆发、升级、变异或加重，灾难，危机，公共秩序混乱，地震，海啸，火山喷发，其他自然疾病，敌对行动的爆发或升级（不论宣战或未宣战），区域、国家或国际紧急状态，经济制裁，政治变化，政府运作瘫痪，运输中断或延误或严重中断，罢工，停工，其他工业行动，电力或其他供应的故障，飞机碰撞，技术故障，意外或机械或电力故障，计算机故障或任何款项传输系统的故障或失败，禁运，劳动争议及任何现有或将来的法律、法令、法规的变更，或任何现有或将来政府活动的变更或类似的情形，从而阻止或延迟其履行本协议项下的义务，则公司、联席保荐人、整体协调人及其各自联属公司均不承担（无论共同或各自）未能或延迟履行本协议项下义务的责任，公司、联席保荐人及整体协调人均有权终止本协议。

5. 投资者限制

- 5.1 在第5.2 条的规限下，投资者为其自身及代表其全资子公司（若投资者股份由该全资子公司持有，如有）同意并向公司、联席保荐人及整体协调人作出契诺和承诺，未经公司、联席保荐人及整体协调人事先书面同意，自上市日期（含上市日期）起至上市日期满六（6）个月之日（含当日）结束的期间（“**禁售期**”）内任何时间，投资人将不会且将促使其联属公司不会直接或间接：(i) 以任何方式处置任何相关股份或处置持有相关股份的任何公司或实体的任何权益，包括任何可转换、可交换、可行使或代表有权获得上述证券的证券，或同意、订立协议或公开宣布订立此类交易的意向；(ii) 允许其最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或 (iii) 直接或间接进行任何与上述交易具有相同经济效果的交易。
- 5.2 在任何情况下，第5.1 条所载任何内容不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，但：
- (a) 于有关转让前至少五（5）个工作日，投资者及/或该全资附属公司（向公司、联席保荐人及整体协调人并为其利益以令其满意的条款）作出书面承诺同意，且投资者承诺促使该全资附属公司接受投资者于本协议项下的义务（包括第5条中对投资者施加的限制）约束，视同该全资附属公司自身承担该等义务和限制；
 - (b) 该全资附属公司应被视为已作出第6条所规定的相同承认、确认、承诺、声明及保证；
 - (c) 投资者和该投资者全资附属公司就其持有的所有相关股份而言，应被视作投资者，并应共同及各自承担本协议施加的所有义务和责任；
 - (d) 若于禁售期届满前任何时间，该全资附属公司不再属于或将不再属于投资者的全资附属公司，其应（且投资者应促使该附属公司应）将其持有的相关股份立即且（在任何情况下于不再属于投资者的全资附属公司之

前) 完全并有效地转让予投资者或投资者另一家全资附属公司, 该全资附属公司应或经投资者督促应(向公司、联席保荐人及整体协调人并为其利益以令其满意的条款) 作出书面承诺, 同意受投资者于本协议项下义务(包括本第5条中对投资者施加的限制) 的约束, 并作出本协议下的相同承认、确认、承诺、声明及保证, 视同该全资附属公司自身承担该等义务和限制并且应连带承担本协议所施加的全部责任及义务; 及

(e) 该全资附属公司为 (A) 合资格机构买家, 或 (B) (i) 不是美国人士; (ii) 位于美国境外, 及(iii) 依据 S 条例收购离岸交易中的相关股份。

5.3 投资者同意并承诺, 除经公司、联席保荐人及整体协调人事先书面同意外, 投资者及其紧密联系人于公司全部已发行股本中(直接和间接)持有的总持股量应一直低于公司全部已发行股本的 10%(或者上市规则所不时规定的用于定义“大股东”的其他百分比)且投资者及其紧密联系人(定义见上市规则)不会成为公司所指的核心关连人士。此外, 投资者及其紧密联系人(定义见上市规则)在公司已发行股本总额中的合计(直接及间接)不应导致持有公司证券股本的公众人士(根据《上市规则》的规定及(如适用)联交所的豁免, 包括但不限于《上市规则》第 8.08 条(被修订并由第 19A.13A 条取代)) 低于《上市规则》第 8.08 条(被修订并由第 19A.13A 条取代)所规定的百分比或联交所可能批准并适用于公司的其他百分比。投资者同意, 如果注意到上述任何情况, 将书面通知公司、联席保荐人和整体协调人。

5.4 投资者同意, 投资者持有公司股本为以自营投资为基础, 并同意经公司、联席保荐人及/或整体协调人提出合理要求后向公司、联席保荐人及整体协调人提供合理证明, 表明投资者持有公司股本是以自营投资为基础。投资者不得, 且应促使其控股股东、联系人及其各自实益拥有人不得在全球发售中通过簿记建档程序提出 H 股(投资者股份除外) 申请或买卖指示或在香港公开发售中提出 H 股申请。

5.5 公司、公司的控股股东、任何其他集团成员或其各自附属公司、董事、监事、高级管理人员、雇员或代理不得与投资者及其附属公司、董事、监事、高级管理人员、雇员或代理(反之亦然) 签订不符合或违反上市规则(包括上市指南第 4.15 章或由香港监管机构颁布的书面指引)的任何安排或协议(包括但不限于任何补充条款)。

6. 确认、声明、承诺和保证

6.1 投资者向公司、联席保荐人及整体协调人声明、承诺、保证、承认、同意和确认:

- (a) 公司、各联席保荐人及各整体协调人分别及其各自的附属公司、董事、监事(如适用)、高级管理人员、雇员、代理、顾问、联系人、合伙人及代表未作出任何声明、保证或者承诺或担保, 全球发售将(于任何特定期间内) 进行或完成或发售价将在公开文件规定的指示性范围内, 并且倘若全球发售因任何原因延迟、未能进行或完成, 或若发售价不在公开文件规定的指标范围内, 上述人士概不对投资者承担任何形式的责任;
- (b) 公开文件和全球发售的其他销售和路演材料须披露本协议及投资者背景资料以及本协议项下拟进行的双方之间关系和安排, 而公开文件和有关

其他销售和路演材料和公告将提述投资者，针对全球发售或在其他情况下根据公司（清盘及杂项条文）条例和上市规则，本协议将尤其作为一份重大合约，并须送交香港监管机构存档并提供展示；

- (c) 根据上市规则须向联交所提交或须在 FINI 上提交的有关投资者的资料将按需要与本公司、联交所、证监会及该等其他监管机构分享，并将纳入综合承配人名单并在 FINI 上向整体协调人披露；
- (d) 发售价将仅根据全球发售的条款和条件予以确定，且投资者将无权对此提出任何反对；
- (e) 投资者股份将由投资者通过整体协调人及/或其各自的联属公司以国际发售的国际承销商的国际代表的身份认购；
- (f) 投资者将接受受限于公司章程或公司其他组织或章程文件及本协议的条款及条件的投资者股份；
- (g) 投资者并非公司的关连人士或联属公司，亦不代表上述任何人士行事；
- (h) 投资者股份的数量可能会受到上市规则第 18 项应用指引、上市指南第 4.14 章、上市规则附录 F1 所载配售指南的要求或联交所不时批准且适用于公司的其他该等比例的影响而在国际配售和香港公开发售之间重新分配；
- (i) 在本协议签订时或其前后或在此后但在国际发售交割前的任何时候，公司、联席保荐人及/或整体协调人与一名或多名其他投资者已订立或可能及/或建议订立类似的投资协议，作为国际发售的一部分；
- (j) 投资者股份尚未且不会根据证券法或美国任何州或其他司法管辖区的证券法规予以登记且不得被发售、转售、质押或以其他方式在美国直接或间接向美国人士或以任何美国人士之名义或为其利益转让，除非根据有效的登记声明或豁免于证券法登记要求或交易无需遵守证券法登记要求，也不得在任何其他司法管辖区进行转让，除非获得该等其他司法管辖区的适用法律许可；
- (k) 若投资者依赖于 144A 规则认购投资者股份，投资者股份将构成 144 规则含义所指的“受限制证券”；
- (l) 投资者理解并同意投资者股份仅可 (A) 根据 144 规则或根据证券法项下其他适用的豁免要求在美国境内进行转让；或 (B) 在“离岸交易”（定义见 S 条例）中在美国境外按照 S 条例以及在各情况下根据美国任何州及任何其他司法管辖区的适用证券法进行转让，任何代表投资者股份的任何股票须附有大致包含上述意思的说明；
- (m) 投资者理解，公司、联席保荐人、整体协调人或任何国际发售的国际承销商，针对证券法 144A 规则或证券法项下的任何其他豁免规定是否适用于其后再发售、转售、抵押或转让投资者股份，概无发表任何声明；
- (n) 除第 5.2 条规定外，在附属公司持有任何投资者股份的情况下，只要该附属公司在禁售期内持续持有任何投资者股份，则投资者需要促使该附属公司保持投资者的全资附属公司的身份并继续坚持遵守本协议项下条款及条件；

- (o) 投资者已收到（及日后可能收到）的资料可能构成有关投资者投资（或持有）投资者股份的重大非公开信息及/或内幕消息（如证券及期货条例所界定），且其将 (i) 除了出于评价其于投资者股份之投资的惟一目的或据法律要求而基于严格须知的标准向其联属公司、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收者**”）之外，其不会向其他人披露该等信息，直至这些信息成为公开信息（非因投资者或其任何授权接收者过错的情况下）；(ii) 且投资者尽其最大努力确保其授权接收者（根据本 6.1(o)条向其披露该等信息的人），除却基于严格须知的标准向其他授权接收者披露以外，不会向其他任何人披露该等信息；及 (iii) 不会且将确保其授权接收者（根据本 6.1(o)条向其披露该等信息的人）不会，以可能违反有关该交易的美国、香港、中国或者任何其他适用司法管辖区证券法（包括内幕交易规定）的方式直接或者间接购买、销售或交易或以其他方式买卖公司或其联属公司或联系人的 H 股或者其他证券或衍生品；
- (p) 本协议、招股章程初稿及初步发售通函初稿所载的以保密方式提供予投资者及/或其代表的信息以及可能已经以保密方式提供予投资者及/或其代表的任何其他材料（无论口头或书面）不得复制、披露、发送或传播给任何其他人，且据此提供的信息和材料可能会变动、更新、修订及完成，且投资者不应依赖该等材料确定是否投资投资者股份。为避免疑义：
- (i) 招股章程初稿、初步发售通函初稿或可能已提供予投资者及/或其代表的任何其他资料，在禁止该等要约、招揽或销售的司法管辖区内，均不构成收购、购买或者认购任何证券的邀请或要约或招揽，以及招股章程初稿或初步发售通函初稿所载任何内容或提供予投资者及/或其代表的任何其他材料（无论口头或书面）均不构成任何性质合约或承诺的基础；
- (ii) 不得基于初步发售通函初稿或招股章程初稿或可能已提供予投资者及/或其代表的任何其他材料（无论口头或书面）作出或接收有关认购、收购或购买任何 H 股或其他证券的要约或邀请；及
- (iii) 初步发售通函初稿或招股章程初稿或任何其他可能已提供（无论以书面或口头方式）给投资者的任何其他资料，可能须在订立本协议后进一步修订，且投资者不应依赖该等资料决定是否投资投资者股份，且投资者在此同意该等修订（如有）并放弃其有关修订（如有）的权利；
- (q) 本协议共同或分别均不构成在美国或者任何其他认定该等要约为非法的司法管辖区作出的证券销售的要约；
- (r) 其已获提供其认为评估认购投资者股份利益和风险的所有必要或需要的资料，并且已获得提问机会并得到了公司、联席保荐人或整体协调人关于公司、投资者股份或其认为评估认购投资者股份利益和风险的所有必要或需要的其他有关事项的答复，而且公司已向投资者或其代理提供了投资者或其代表要求的、与投资投资者股份有关的所有文件和信息；
- (s) 在作出投资决策时，投资者依赖于及仅将依赖公司发出的国际发售通函所提供的信息，而非依赖公司或代表公司、联席保荐人及/或整体协调人

（包括其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人和联属公司）在本协议日期当日或之前向投资者提供的任何其他信息，并且公司、联席保荐人、整体协调人和其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及联属公司对未包含在国际发售通函中任何该等信息或资料的准确性或完整性概不作出任何声明、保证或承诺，公司、联席保荐人、整体协调人和其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及联属公司概不对投资者或其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及联属公司承担任何责任；

- (t) 任何联席保荐人、整体协调人、资本市场中介、其它全球发售的承销商及其各自的董事、监事、高级管理人员、雇员、附属公司、代理、联系人、联属公司、代表、合伙人及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其集团成员业务、经营、前景、财务或其他方面的状况，或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；且除最终国际发售通函规定者外，公司及其董事、监事、高级管理人员、员工、附属公司、代理、联系人、联属公司、代表及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其集团成员业务、经营、前景、财务或其他方面的状况或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；
- (u) 如投资者为或（直接或间接）将为相关股份实益拥有人或公司招股章程显示投资者为相关股份实益拥有人，其在（直接或间接）处置该任何相关股份时，将遵守本协议、上市规则或任何适用法律项下不时适用的所有限制（如有）；
- (v) 其已就公司、集团及投资者股份及本协议中的投资者股份认购条款自行作出调查，并就有关投资者股份的投资及其对投资者的合适性取得其认为必要或适当或其他满足其自身（包括税务、监管、财务、会计、法律、货币和其他方面）考量的（包括税务、监管、财务、会计、法律、货币和其他方面）独立意见，并尚未依赖且将无权依赖就全球发售而由或代表公司或任何联席保荐人、整体协调人、资本市场中介或承销商获得或进行（视情况而定）的任何（包括税务、监管、财务、会计、法律、货币和其他方面的）意见、尽职调查审查或调查或其他建议或支持，并且公司、联席保荐人、整体协调人或其各自的联系人、联属公司、董事、监事、高级管理人员、雇员、顾问或代表，或全球发售涉及的任何其他方，对投资者股份认购的或关于投资者股份买卖的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果，概不承担任何责任；
- (w) 投资者理解目前就投资者股份并无公开市场存在且公司、联席保荐人、整体协调人或全球发售涉及的任何其他方不保证将会有投资者股份的公开或活跃市场存在；
- (x) 若全球发售延迟或终止或因任何原因未能完成，除本协议另外约定外，公司、联席保荐人、整体协调人或者其各自的任何联系人、联属公司、

董事、监事、高级管理人员、雇员、顾问、代理或代表对投资者或其附属公司概不存在任何责任；

- (y) 公司及整体协调人将有绝对酌情权改变或调整：(i) 全球发售下发行的 H 股数量；及 (ii) 香港公开发售及国际发售各自的 H 股数量；
- (z) 投资者已同意，于上市日期上午 8:00（香港时间）之前支付总投资额及相关佣金和征费；
- (aa) 公司及整体协调人可以全权及绝对的权力酌情决定调整投资者 H 股数目的分配，以符合上市规则第 8.08(3)条（该条订明，于上市日期公众持股中最多 50%可由前三大公众股东实益拥有），(ii) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）或联交所另行豁免的公众持股量规定，(iii) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求，及/或 (iv) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例；
- (bb) 除本协议以及投资者在投资者认购投资者股份前订立的保密协议外，投资者（一方）与本公司、本公司任何股东、联席保荐人及/或整体协调人（另一方）之间概无就全球发售订立任何其他协议；
- (cc) 投资者未基于如下原因收购投资者股份，且投资者或任何其附属公司或任何代其行事之人未曾且将来亦不会就投资者股份从事 (i) 任何定向销售活动（定义见 S 条例），或 (ii) 任何关于投资者股份的一般招揽或一般广告（定义见证券法 D 条例 502(c)规则）；
- (dd) 任何股份相关的交易须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律下关于 H 股买卖的限制；及
- (ee) 公司将不会承认任何非按照本协议限制就相关股份进行的发售、出售、质押或其它转让；

6.2 投资者进一步向公司、联席保荐人及整体协调人作出以下声明、保证和承诺：

- (a) 其已根据其注册成立地的法律合法注册成立，并有效存在且并无清算或清盘之申请、命令或生效的决议；
- (b) 其具备接收及使用本协议下的信息（包括但不限于本协议、招股章程草稿及初步发售通函草稿）的资格，并且不会违反适用于该等投资者的法律或被要求于投资者所在的司法辖区注册或持有牌照；
- (c) 其具备拥有、使用、租赁及经营其资产并开展其当前所开展的业务的合法权利及授权；
- (d) 其拥有签署和交付本协议，订立和执行本协议规定的交易并履行本协议项下的义务要求的全部权力、授权和能力，并已采取一切行动（包括获得所有任何政府和监管机构或第三方的必要同意、批准和授权）；
- (e) 本协议已经由投资者正式授权、执行和交付，并构成根据本协议条款可对投资者强制执行的合法、有效和具有约束力的义务；

- (f) 其已采取，及在本协议期间将采取所有必要行动，履行其在本协议项下的义务并使本协议和本协议拟进行的交易生效，并遵守所有相关法律；
- (g) 根据适用于投资者的任何相关法律以及投资者在本协议项下认购投资者股份方面需要获得的所有同意、批准、授权、许可和注册（“**批准**”）均已获得且具有完全效力且所有批准尚未被无效化、收回、撤回或搁置且所有批准均不受任何未满足或履行的先决条件约束；截至本协议签署之日，所有批准尚未被无效化、收回、撤回或搁置，投资者也不知悉任何可能导致批准被无效化、收回、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果任何批准因任何原因被无效化、收回、撤回或搁置或不再完全有效，将立即书面通知公司、联席保荐人及整体协调人；
- (h) 投资者签署及交付本协议、投资者履行本协议及投资者股份的认购不会违反或导致投资者违反：
 - (i) 投资者的公司组织章程大纲及其细则或其他组织或章程文件或
 - (ii) 投资者就本协议拟进行的交易须遵守的任何司法管辖区的法律或就认购投资者股份在其他情况下可能对投资者适用的法律或
 - (iii) 对投资者具有约束力的任何协议或其他文件或
 - (iv) 对该投资者有管辖权的任何政府机构的判决、命令或判令；
- (i) 其已遵守且将遵守所有与认购投资者股份有关的具有管辖权地区的所有适用法律，包括直接或间接通过公司、联席保荐人及/或整体协调人，按联交所、深交所、证监会、中国证监会及/或其他政府、公共、货币或监管机构或部门和证券交易所（统称“**监管机构**”）的要求及时间范围内，向该等监管机构提供信息或促成或促使提供适用法律或该等监管机构不时要求的信息并接受且同意披露该等信息（包括但不限于，
 - (i) 投资者及其最终实益拥有人及/或最终负责提供有关投资者股份认购指示的人士的身份信息（包括但不限于其各自的名称和注册地点）；
 - (ii) 本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份数量、总投资额以及本协议项下的禁售限制）；
 - (iii) 涉及投资者股份的任何掉期安排或其他金融或投资产品及其详细信息（包括但不限于认购者及其最终受益所有人以及该掉期安排或其他金融或投资产品的提供者的身份信息））；及/或
 - (iv) 投资者或其实益拥有人和联系人与公司及其任何股东之间的任何关联关系（统称为“**投资者相关信息**”）。投资者进一步授权公司、联席保荐人、整体协调人或其各自联属公司、董事、高级管理人员、员工、顾问及代表按监管机构的要求向监管机构披露投资者相关信息及/或按上市规则或适用法律要求或按任何相关监管机构要求在任何公开文件或其他公告或文件中进行披露；
- (j) 投资者各自在金融和业务方面拥有下列相关知识和经验：
 - (i) 其能够评估对投资者股份的潜在投资的利益和风险；
 - (ii) 其能够承担该投资的经济风险，包括其对投资者股份投资造成的全盘损失；
 - (iii) 其已收到其认为对决定是否投资投资者股份而言必要或适当的全部资料；及
 - (iv) 其在投资类似发展阶段的公司的证券交易方面拥有丰富经验；
- (k) 其正常业务为购买或销售股份或公司债券或其为一名专业投资者。签订本协议，其就协议包含的交易而言，并非任何联席保荐人、整体协调人、资本市场中介或其他承销商的客户；

- (l) 投资者基于专有投资以其自己名义认购投资者股份，作投资目的，而非旨在分派由其根据本协议认购的任何投资者股份，该投资者无权提名任何人成为公司的董事、监事或高级管理人员；
- (m) (i) 若在美国境内认购投资者股份，则其为合格机构买家；或 (ii) 若在美国境外认购投资者股份，则其属在 S 条例所定义的“离岸交易”中购买投资者股份，且其并非美国人士；
- (n) 投资者认购投资者股份的交易根据证券法豁免或无须遵守注册要求；
- (o) 投资者及其的实益拥有人及/或联系人 (i) 为独立于公司的第三方；及 (ii) 非为公司的关连人士（定义见上市规则）或其联系人，且投资者认购投资者股份不会导致投资者及/或其实益拥有人成为公司的一名关连人士（定义见上市规则），无论投资者与可能签订（或已签订）本协议所述的任何其他协议的任何其他方之间有任何关系，并紧随交割后就公司控制权将独立于任何关连人士并不与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 有足够的财务能力满足本协议项下的所有义务；(iv) 未直接或间接接受(a)公司的任何核心关连人士（定义见上市规则）或(b)公司、公司的任何董事、最高行政人员、控股股东、主要股东或其他现有股东或公司的任何附属公司，或其各自的任何紧密联系人（定义见上市规则）的资助、资金或支持，其就公司证券的收购、出售、投票或任何其他处置并非惯常接受且并未接受彼等人士的指示；及(v)除非已向公司、联席保荐人及整体协调人另行书面披露，否则与公司或其任何股东不存在关联关系；
- (p) 投资者将使用自有资金认购投资者股份，并且其尚未且不打算获得贷款或其他形式的融资来履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人均非任何全球发售的联席保荐人、整体协调人、簿记管理人、牵头经办人、资本市场中介、全球发售的承销商、牵头经纪或任何分销商的“关连客户”。“关连客户”、“牵头经纪”和“分销商”均具有上市规则附录 F1（股本证券的配售指引）所赋予的含义；
- (r) 投资者账户并非由相关交易所参与者（定义见上市规则）按照全权委托管理投资组合协议管理。“**全权委托管理投资组合**”一词应具有上市规则附录 F1（股本证券的配售指引）所赋予的含义；
- (s) 投资者的实益拥有人或其各自的联系人均非公司董事（包括过去 12 个月内担任董事）、监事或公司其他现有股东或其联系人或上述任何人士的提名人；
- (t) 除先前书面通知联席保荐人、整体协调人外，投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单模板中所载或须在 FINI 界面或按上市规则有关承配人的信息的要求所须披露之的任何承配人类别（“基石投资者”除外）；或 (b) 根据上市规则（包括上市规则第 12.08A 条）须在公司的配发结果公告中注明的任何承配人类别；
- (u) 投资者尚未与且将不会与任何“分销商”（定义见 S 条例）就分销 H 股订立任何合约安排，除非与其联属公司订立合约，或事先获得公司书面同意；

- (v) 投资者股份的认购将遵守上市规则附录 F1（股本证券的配售指引）及上市指南第 4.15 章；
- (w) 投资者或其任何附属公司、董事、监事、高级管理人员、雇员、代理或代表，均未通过补充条款或其他方式接受公司、公司的控股股东、任何集团成员或其各自的附属公司、董事、监事、高级管理人员、雇员、代理或代表在全球发售中提供的任何直接或间接利益或者签订关于上述事项的任何协议或安排，或者以其他方式从事不符合或违反上市指南第 4.15 章的任何行为或活动；
- (x) 投资者、其实益拥有人及/或联系人均不可使用由公司、其附属公司或公司的关连人士、任何一位联席保荐人、整体协调人，或由全球发售的任何一位承销商或资本市场中介（直接或间接）进行的融资认购本协议项下的投资者股份；投资者及其各个联系人（如有）独立于且与已参与或将参与全球发售的其他投资者及其任何联系人均无关联；
- (y) 除本协议规定的情况外，投资者尚未与任何政府机构或任何第三方就任何投资者股份达成任何安排、协议或承诺；
- (z) 除之前以书面形式向公司、联席保荐人及整体协调人披露的情况外，投资者、其实益拥有人及/或联系人尚未达成也不会达成任何掉期安排或其他涉及投资者股份的金融或投资产品；
- (aa) 除根据本协议外，投资者或其任何控股股东、联系人及其各自的实益所有人均未就全球发售项下的任何 H 股提出申请或通过累计投标询价程序下订单；及
- (bb) 投资者及其紧密联系人（定义见上市规则）于公司全部已发行股本中持有的总持股量（直接或间接）不得导致公众人士（定义见上市规则）持有公司的总证券量低于上市规则要求的比例或联交所批准的其他比例。

6.3 投资者向公司、联席保荐人及整体协调人声明与保证，附表二所载有关其自身及其作为一家成员公司的集团公司的说明及所有向监管机构及/或公司、联席保荐人、整体协调人及其各自的附属人提供或按前述人士要求提供的投资者相关信息在所有方面均属真实、完整、准确并不存在误导。在不影响第6.1(b)条规定的情况下，投资者不可撤销地同意将其名称和本协议（包括附表二所载）的全部或部分说明提及并载入全球发售的公开文件、销售及路演材料，及（只要公司、联席保荐人及整体协调人全权认为需要）由公司、联席保荐人及/或整体协调人可能发布或代表其发布的该类其他公告或公示文件。投资者承诺尽快提供与其本身、其所有权（包括最终实益所有权）及/或公司、联席保荐人及/或整体协调人可能合理要求的有关的其他资料及/或证明文件，以确保其遵守适用法律及/或公司或证券登记及/或主管的监管机构（包括联交所、证监会和中国证监会）的要求。

6.4 投资者在此同意，在审查公开文件初稿及不时提供给投资者的关于全球发售的其他销售材料中对其自身及其作为一家成员公司的集团公司的说明，并根据投资者合理要求（如有）加以修改之后，投资者应被视为保证对其自身与其作为一家成员公司的公司集团的相关说明在所有方面均属真实、准确、完整且不存在误导，并同意，如果其中的任何保证、承诺、陈述或确认不再准确和完整，

或在任何方面产生误导，将立即以书面形式通知公司、联席保荐人及整体协调人。

- 6.5 投资者理解，第6.1 和6.2 条中的保证、承诺、声明、同意、确认及承认应根据（其中包括）香港法律及美国证券法的要求作出。投资者确认，公司、联席保荐人、整体协调人、其他全球发售承销商及其各自的附属公司、代理、联属公司和顾问、以及其他人士将依赖第6.1 和6.2 条所载的投资者保证、承诺、声明、同意、确认及承认的真实性、完整性和准确性，且其同意，若第6.1 和6.2 条中的任何保证、承诺、声明、同意、确认及承认在任何方面不再准确或完整或存在误导，将立即书面通知公司、联席保荐人及整体协调人。
- 6.6 对于可能以任何方式对任何受偿方提出或提起的与投资者股份认购及其项下的交易、投资者股份或本协议有关的（包括由投资者或各自的高级管理人员、董事、监事、雇员、员工、联属公司、代理、代表、联系人或合伙人违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌的作为或不作为）任何及全部损失、成本、费用、申索、行动、责任、法律程序或损害赔偿以及受偿方可能就因前述各项提起的或由前述各项引起的与之有关的任何申索、行动或法律程序或在该等申索、行动或法律程序的争议或抗辩中蒙受或招致的任何及所有成本、费用、损失或开支，投资者同意并承诺投资者将按要求向公司、联席保荐人、整体协调人、及其他全球发售的承销商，各自为其自身以及受托为其各自的联属公司，任何在证券法意义上对其有控制权的人，及其各自的高级管理人员、董事、监事、雇员、员工、联系人、合伙人、代理和代表（合称为“**受偿方**”）作出全额及有效的补偿，并保证他们不承担任何责任（按照税后标准），但是经具有管辖权的法院/仲裁庭最终司法认定为完全且直接由相关受偿方的重大过失、故意不当行为或欺诈造成的损失除外。
- 6.7 。在所有情况下，本第6.6 条在本协议终止后继续有效。
- 6.8 投资者根据第6.1 条、第6.2 条、第6.3 条、第6.4 条、第6.5 条及第6.6 条（视乎情况而定）作出的各项承认、确认、声明、保证和承诺应被理解为单独的承认、确认、声明、保证或承诺，且应被视为于上市日期以及如适用，延迟交付日重复作出，并在本协议签署和履行后以及全球发售交割后继续有效。
- 6.9 公司声明、保证并承诺：
- (a) 公司是按照其中国法律正式成立和有效存续的企业；
 - (b) 公司拥有充分权力、授权和能力订立本协议和履行其于本协议项下的义务，并已采取所需的一切行动；
 - (c) 受限于第4.2 条规定的全额付款及第5.1 条规定的禁止期限，当投资者股份根据第4.4 条交付予投资者时应为全额缴足股款、自由转让并不设有任何购股权、留置、押记、按揭、抵押、申索、衡平权益、产权负担和其他第三方权利，并与当时发行和将于联交所上市的 H 股享有同等权益；
 - (d) 公司及其控股股东（定义见上市规则）、集团任何成员公司及其各自的联属公司、董事、监事、高级管理人员、雇员和代理并无与投资者或其联属公司、董事、监事、高级管理人员、雇员或代理订立任何协议或安排（包括任何不符合上市规则（包括上市指南第 4.15 章）的补充条款）；及

- (e) 除本协议规定外，公司或集团任何成员公司或其各自的任何附属公司、董事、监事、高级管理人员、雇员或代理均未就任何投资者股份与任何政府机构或任何第三方达成任何安排、协议或承诺。
- 6.10 公司承认、确认并同意，投资者将依赖国际发售通函所载资料，且投资者与在国际发售中购买 H 股的其他投资者就国际发售通函享有相同的权利。
- 7. 终止**
- 7.1 本协议可在下列情况下终止：
- (a) 根据第3.2 条或4.6 条或4.8 条或 4.8 条终止本协议；
- (b) 如投资者或投资者之全资附属公司(如投资者股份已根据上述第5.2 条转让)在国际发售交割之日或，如适用，延迟交付日当日或之前严重违反本协议（包括严重违反投资者在本协议项下的声明、保证、承诺和确认），（尽管有任何与本协议相反的规定），仅公司或各联席保荐人及整体协调人可终止本协议；或
- (c) 经所有各方书面同意终止本协议。
- 7.2 如本协议按照第7.1 条终止，各方无义务继续履行其各自在本协议项下的义务（下文第8.1 条规定的保密义务除外），在不影响在该终止时或之前任何一方就本协议条款已对其他方产生的权利或责任的情况下，各方在本协议项下的权利和责任（第6.6 条及第11 条规定的权利和责任除外）应终止，任何一方不得向任何其他各方提出任何申索。
- 7.3 尽管本协议终止，第6.6 条、投资者提供的赔偿，以及第8.1 条、第10 条、第11 条、第12 条及第13 条仍然有效。
- 8. 公布和保密**
- 8.1 除本协议及投资者签订的保密承诺另有规定外，未经其他各方事先书面同意，任何一方不得披露与本协议、本协议拟进行的交易或涉及公司、联席保荐人、整体协调人和投资者的任何其他安排有关的资料。但是，尽管有上述规定，任何一方可在下列情况下就本协议作出披露：
- (a) 本协议可向联交所、证监会、中国证监会及/或对公司、联席保荐人及/或整体协调人有监管权的任何其他监管机构披露，投资者背景以及公司和投资者之间的关系可在公司将发出或代表其发出的公开文件以及公司、联席保荐人及/或整体协调人就全球发售将发出或代表其发出的销售、路演材料及其他公告中说明；
- (b) 本协议可向各方的法律和财务顾问、审计师、其它顾问、附属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理披露，但仅限于上述人员需要知道的范围内，但该方应 (i) 促使该方的该等法律、财务及其他顾问、附属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理均获悉并遵守本协议所载的所有保密义务，及 (ii) 就该方的该等法律、财务及其他顾问、附属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理违反保密义务而承担责任；及

- (c) 任何一方按任何适用法律、对该方有管辖权的任何政府机构或组织（包括联交所、证监会及中国证监会）、证券交易所规则（包括根据公司（清盘及杂项条文）条例和上市规则将本协议作为重大合约送交香港公司注册处登记并提供本协议作为展示文件）或任何主管政府机构的任何具有约束力的判决、命令或要求的规定可以其他方式作出披露。
- 8.2 投资者不得就本协议或任何本协议相关事宜作出其他提及或披露，除非投资者已就该等披露的原则、形式及内容事先征求公司、联席保荐人及整体协调人的事先书面同意。
- 8.3 公司应尽合理努力于发布前提供任何在公开文件中有关本协议、公司和投资者之间的关系和关于投资者的基本背景资料，供投资者审阅。投资者均应配合公司、联席保荐人及整体协调人，以确保该等公开文件提及的内容系属真实、完整、准确且不存在误导，且没有在公开文件中省略重要信息，并及时向公司、联席保荐人及整体协调人及其各自的律师提出意见并提供验证文件。
- 8.4 投资者承诺，就第8.1条所述任何披露的准备，及时提供合理所需的全部协助（包括提供公司、联席保荐人或整体协调人合理要求的与其本身、其所有权（包括最终实益所有权及与公司的关系）、及/或在其他方面与本协议提及事项相关的进一步信息及/或支持文件），以 (i) 在本协议日期后更新公开文件中的有关投资者的描述并验证该等提及内容，并 (ii) 使公司、联席保荐人及/或整体协调人遵守适用的公司或证券登记规定及/或主管监管机构（包括联交所、证监会、中国证监会）提出的要求。

9. 通知

- 9.1 所有本协议项下的通知均应以英文或中文书面形式作出，并以第0条规定的方式送达至以下地址：

若送达公司：

地址：中国湖南省长沙市雨花区运达中央广场 B 座 11 楼
邮件：tanghuateng@cnggrgf.com.cn
收件人：唐华腾

若送达投资者：

地址：贵州省贵阳市云岩区南垭路 67 号 5 号楼 6 楼
邮件：gxrhyweb@gzgxrh.com, 491115868@qq.com,
164875195@qq.com, 1004619906@qq.com
收件人：毛佳璇

若送达摩根士丹利：

地址：香港九龙柯士甸道西 1 号环球贸易广场 46 楼
邮件：pj_matrix_core@morganstanley.com
收件人：Project MatriX

若送达华泰：

地址： 香港皇后大道中 99 号中环中心 62 楼
邮件： projectmatrix@htsc.com
收件人： Project MatriX team

若送达中金：

地址： 香港中环港景街 1 号 国际金融中心一期 29 楼
邮件： ib_project_matrix@cicc.com.cn
收件人： 曾智聪

若送达农银国际：

地址： 香港干诺道中 50 号中国农业银行大厦 11 楼
邮件： abcic.ecm@abci.com.hk
收件人： ABCI ECM

- 9.2 本协议项下的任何通知均应由专人送递或电子邮件或以传真（如适用）或邮寄（预付邮资）形式发送。任何通知通过专人送递的，视为在交付时送达；以传真形式发送的，视为在收到传送确认书时送达；以电子邮件发送，则在发送时间之后立即发送（按照发件人发送电子邮件的设备上记录的时间，无论电子邮件是否已确认，除非发件人收到电子邮件未送达的自动消息），以预付邮资邮寄方式寄送的，在无证据表明提早收到时，视为在寄出后 48 小时（若为航空邮寄则寄出后六天）送达。任何通知在非营业日送达的应视为在该日期之后的下一个营业日送达。

10. 一般条款

- 10.1 各方均确认并声明，本协议已由其正式授权、签署并交付，并构成其合法、有效且具有约束力的义务，并按照协议条款具有强制执行力。除公司就实施全球发售可能要求的有关同意、批准和授权外，各方在履行各自在本协议项下的义务时均无需取得其公司、股东或其他同意、批准或授权。各方均进一步确认其能够履行本协议项下的责任。
- 10.2 除明显错误，公司、联席保荐人及整体协调人真诚地就投资者股份数目和发售价所作的计算和确定，就本协议而言，应为有决定性和约束力。
- 10.3 本协议规定的联席保荐人及整体协调人的责任为个别的（而非共同，或共同连带）责任。联席保荐人或整体协调人均不因任何其他联席保荐人或整体协调人未履行其在本协议项下的各自责任而承担法律责任，且该等未履行不应影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人及整体协调人应有权单独或与其他联席保荐人及整体协调人共同强制执行其在本协议项下任何或全部权利。
- 10.4 就本协议及本协议项下的交易而言或与本协议有关的需要或可能需要向第三方发出的任何通知或第三方的任何同意及/或批准等方面，投资者、公司、联席保荐人及整体协调人应予以配合。

- 10.5 本协议任何变更或修改在以书面形式作出并经所有各方或其代表签字后方可生效。为避免疑义，对本协议的任何变更或修改均无需事先通知非本协议一方的任何人或获得其同意。
- 10.6 本协议将仅以中文签署。
- 10.7 除相关各方书面同意的情况外，各方应承担各自在本协议项下产生的法律和专业费用、成本或开支，但本协议项下拟进行交易所产生的印花税应由有关的转让方/卖方以及相应的受让方/买方按相同份额承担。
- 10.8 时间是本协议的关键，但本协议中提及的任何时间、日期或期限均可通过各方之间共同的书面协议予以延长。
- 10.9 即使按照第4条完成交割，本协议所有条款在能够获履行或遵守的情况下应持续拥有完全效力和作用，但有关当时已履行的事项除外，且除非该等条款经各方书面同意终止。
- 10.10 除投资者作出的保密承诺外，本协议构成各方之间与投资者投资公司相关的完整协议和谅解备忘录。本协议将取代各方此前达成的与协议标的相关所有书面或口头承诺、保证、担保、声明、通讯、谅解备忘录和协议。
- 10.11 在本第10.11条中另有规定的范围内，任何非本协议一方的人无权享有任何根据合约（第三者权利）条例强制执行本协议任何条款的权利，但这不影响第三方在合约（第三者权利）条例外存在或可获得的权利或救济：
- (a) 受偿方可如同本协议一方以相同的程度强制执行和依赖第6.6条。
 - (b) 本协议的终止、撤销及本协议任何条款的修改、变更或放弃无需第11.11(a)条所述之人的同意。
- 10.12 各联席保荐人及整体协调人均有权且在此获授权按其认为适当的方式和条件（无论是否完成正式手续，也无需按规定就该转授向公司或投资者事先发出通知），将其全部或任何相关权利、义务、权力和自由裁量权转授予其一家或多家联属公司。尽管有任何上述转授，对获转授相关权利、义务、权力及/或自由裁量权的任何联属公司的作为和不作为，该联席保荐人或整体协调人根据本款仍须承担责任。
- 10.13 任何一方延迟或未能（全部或部分）行使或强制执行本协议或法律给予的任何权利均不得视为放弃或豁免权利，也不得以任何方式限制该方进一步行使或强制执行该权利或其他任何权利的能力，且单独或部分行使任何该权利或救济不得排除其他或进一步行使该权利或救济或行使任何其他权利或救济。本协议规定的权利、权力及救济是累积性的，并不排除任何权利、权力和救济（无论是依据法律或其他规定）。除非以书面形式作出并由放弃方签署，否则任何对向对方追究违约责任的放弃均属无效，也不得暗示有该等放弃。
- 10.14 如任何时候，本协议任何条款在其任何方面，于任何司法管辖区的法律下，属非法、无效或不可强制执行，不应影响或有损：
- (a) 本协议任何其他条款在有关司法管辖区的合法性、有效性或可强制执行性；或

(b) 本协议该条款或任何其他条款在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15 本协议仅对各方及其各自的继承人、执行人、管理人、继任者及被许可的受让人具有约束力，且仅为各方及其各自的继承人、执行人、管理人、继任者和被许可受让人的利益而适用，任何其他人均不得根据或凭借本协议取得或拥有任何权利。除内部重组或重整外，任何一方均不得让与或转让本协议中的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。

10.16 在不损害其他各方就其蒙受的所有损失和损害向投资者提出申索的所有权利的前提下，倘若投资者在上市日期当日或之前出现任何违反保证的行为，虽有与本协议相反的规定，公司、联席保荐人及整体协调人有权解除本协议，且各方在本协议项下的所有义务应立即终止。

10.17 每一方均向其他方承诺，其应签署并履行，且促使他方签署并履行本协议条款生效所需的其他文件和行动。

10.18 每一方不可撤销且无条件地同意，可以通过附加电子签名的方式签署本协议，前提是遵守适用法律，并且所使用的方法可靠且适合于传达文件中包含的信息的目的。

11. 管辖法律和管辖权

11.1 本协议及各方之间的关系受香港法律的管辖并据香港法律解释。

11.2 因本协议或其违约、终止或无效产生或与之有关的任何争议、争端或索赔（“**争议**”）均应根据提交仲裁申请之日有效的香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地为香港。应有三名仲裁员，仲裁程序用语为英语。仲裁庭的判定和裁决是终局的，且对各方均具约束力，可在拥有管辖权的任何法院录入并强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

12.1 如果在任何司法管辖区的任何法律程序（包括但不限于仲裁程序）中，投资者已经或可以（基于主权或皇室地位或其他理由）为其自身或其资产、财产或收入主张对以下各项的任何豁免权：诉讼、起诉、程序或其他法律流程（包括但不限于仲裁程序），抵销或反诉，任何法院的司法管辖权，送达程序，任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）的辅助程序或协助执行，或对任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）提供任何救济或强制执行的其他诉讼、起诉或程序，或如果在任何该等程序中可能有归因于其本身或其资产、财产或收入的任何该等豁免（无论是否主张），则各投资者特此不可撤销且无条件地放弃并同意不就该等程序申请或主张任何该等豁免。

13. 法律程序文件代理人

- 13.1 投资者不可撤销地委任位于 LEVEL 8 K11 ATELIER KING'S RD 728 KING'S RD QUARRY BAY HONG KONG 的伟盈工业投资控股有限公司（WEIYING INDUSTRIAL INVESTMENT HOLDINGS CO., LIMITED），为其和代表其接收香港程序中法律程序文件的送达。该等送达在向法律程序文件代理人交付时视为完成（不论是否转发给投资者或由投资者接收）。
- 13.2 如果出于任何原因，法律程序文件代理人不能够再担任或在香港不再有住址，投资者不可撤销地同意委任公司、联席保荐人及整体协调人能够接受的替代法律程序文件代理人，并于三十（30）日内向公司、联席保荐人及整体协调人交付新任法律程序文件代理人接受委任的文件副本。

14. 对美国特别决议制度的认可

- 14.1 如果任何属适用主体的全球发售下的承销商成为根据美国特别决议制度进行的法律程序所涉的对象，该承销商对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。
- 14.2 如果任何属适用主体的全球发售下的承销商或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。

“《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k) 节中对“关联方”规定的含义，并据之解释。

“适用主体”是指以下任何主体：

《美国联邦法规》第 12 篇第 252.82(b) 节中定义（且据其解释）的“适用实体”；
《美国联邦法规》第 12 篇第 47.3(b) 节中定义（且据其解释）的“适用银行”；或
《美国联邦法规》第 12 篇第 382.2(b) 节中定义（且据其解释）的“适用金融服务机构”。

“违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释。

“美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

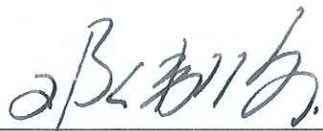
15. 协议副本

- 15.1 本协议一式多份，由各方签署单独副本。每份副本均视为正本，但所有副本共同构成一份相同的法律文书。通过电子邮件附件（PDF）或者传真方式发送本协议已签署副本的签字页，应视为有效的交付方式。

本协议已由各方合法授权代表于本协议开头所载日期签署，特此证明。

为且代表

中伟新材料股份有限公司



姓名：邓伟明

职务：执行董事

为且代表

贵州省新型工业化发展股权投资基金合伙企业（有限合伙）



刘燊昀

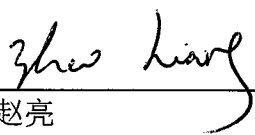
姓名：刘燊昀

职务：执行事务合伙人委派代表

[基石投资协议签字页]

为且代表

摩根士丹利亚洲有限公司



姓名：赵亮
职务：董事总经理

为且代表

华泰金融控股（香港）有限公司



姓名：刘玉麒

职务：执行董事

为且代表

中国国际金融香港证券有限公司

A handwritten signature in black ink, appearing to read 'Cui Tong', written over a horizontal line.

姓名：曾智聰

职务：执行总经理

为且代表

农银国际融资有限公司



姓名：卞京

职务：董事总经理

附表一 投资者股份

投资者股份的数量

投资者股份的数量应等于 (1) 等于 700,000,000 人民币的港元（按照投资者完成换汇时的汇率计算）（包括投资者将就投资者股份支付的佣金及征费）除以 (2) 发售价，四舍五入至最接近的 200H 股整笔交易单位数量。

另外，联席保荐人、整体协调人和公司可以其唯一及绝对酌情权调整投资者股份数目的分配，从而满足上市规则的相关要求，包括但不限于 (i) 上市规则第 8.08(3) 条的要求（该条款规定，于上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%），(ii) 上市规则第 8.08(1) 条（被修订并由第 19A.13A 条取代）规定的最低公众持股量要求或联交所豁免的其他要求，(iii) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求，及/或 (iv) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例。此外，整体协调人和公司可自行决定调整投资者股份数量，以遵守上市规则附录 F1（股权证券的配售指引）。

附表二
投资者详情

投资者

注册地:	中国贵州省
注册证编号:	/
营业执照号:	91520115MAAKDY7A35
LEI 号码:	/
业务地址、电话号码及联系人:	贵州省贵阳市云岩区南垭路 67 号 5 号楼 6 楼, 18885645355、毛佳璇
主营业务:	股权投资; 创业投资; 创业投资咨询; 为创业企业提供创业管理服务
最终控股股东:	贵州省产业发展有限公司
最终控股股东的注册地:	贵州省贵安新区湖潮乡贵阳大数据科创城贵安中心 C 栋 88 号
最终控股股东的营业执照号和 LEI 号码:	91520900MMADD8QAQ37
最终控股股东的主营业务:	法律、法规、国务院决定规定禁止的不得经营; 法律、法规、国务院决定规定应当许可(审批)的, 经审批机关批准后凭许可(审批)文件经营; 法律、法规、国务院决定规定无需许可(审批)的, 市场主体自主选择经营。(以自有资金从事投资活动; 企业管理; 信息咨询服务(不含许可类信息咨询服务); 自有资金投资的资产管理服务涉及许可经营项目, 应取得相关部门许可后方可经营)
股东及股东持有的权益:	贵州省产业发展有限公司持股 99.9964%、贵州省贵鑫瑞和创业投资管理有限责任公司持股 0.0036%
投资者说明供载入招股章程:	贵州新型工业化基金于 2021 年 3 月 29 日在中国贵州成立, 主要从事先进制造及新材料产业的战略股权投资及产业合作。贵州新型工业化基金由其普通合伙人贵州省贵鑫瑞和创业投资管理有限责任公司(「贵鑫瑞和」)拥有 0.0036%权

益，并由其有限合伙人贵州省产业发展有限公司（「贵州省产业发展」）拥有 99.9964% 权益。

贵鑫瑞和由贵州省财政厅最终控制，持有 100.00% 股权。贵州省产业发展由贵州省人民政府国有资产监督管理委员会最终控制，持有约 99.53% 股权。

相关投资者类别（联交所的 FINI 承配人	基石投资人
名单模板中所载或在 FINI 界面须披	现有股东
露）：	

基石投资协议

2025 年 11 月 5 日

中伟新材料股份有限公司

宝达投资(香港)有限公司

摩根士丹利亚洲有限公司

华泰金融控股（香港）有限公司

中国国际金融香港证券有限公司

农银国际融资有限公司

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本协议（本“协议”）于 2025 年 11 月 5 日签订：

各方当事人如下：

- (1) 中伟新材料股份有限公司，一家在中国成立的股份有限公司，其注册办事处位于中国贵州省铜仁市大龙经济开发区 2 号干道与 1 号干道交汇处（“公司”）；
- (2) 宝达投资(香港)有限公司，其注册办事处位于香港金钟道 89 号力宝中心一座 32 楼 C 室（“投资者”）；
- (3) 摩根士丹利亚洲有限公司，地址为：香港九龙柯士甸道西 1 号环球贸易广场 46 楼（“摩根士丹利”）；
- (4) 华泰金融控股（香港）有限公司，地址为：香港 皇后大道中 99 号中环中心 62 楼（“华泰”，与摩根士丹利合称为“联席保荐人”，各自称为“一名联席保荐人”）；
- (5) 中国国际金融香港证券有限公司，地址为：香港中环港景街 1 号 国际金融中心一期 29 楼（“中金”）；及
- (6) 农银国际融资有限公司，地址为：香港干诺道中 50 号 中国农业银行大厦 11 楼（“农银国际”，与摩根士丹利、华泰及中金合称“整体协调人”，各自称为“一名整体协调人”）。

鉴于：

- (A) 公司已提交以全球发售的方式（“全球发售”）将其 H 股（定义见下文）在联交所（定义见下文）上市的申请，其中包括：
 - (i) 公司公开发售 10,422,600 H 股（定义见下文）供香港公众人士认购（“香港公开发售”）；和
 - (ii) 公司根据证券法（定义见下文）S 条例进行离岸交易，在美国境外向投资者进行有条件的 93,802,800 H 股配售（包括向香港的专业和机构投资者配售）以及在美国向符合 144A 规则或证券法项下其他登记豁免规则的合资格机构买家（“合资格机构买家”）（144A 规则下定义）进行的有条件配售（“国际发售”）。
- (B) 摩根士丹利和华泰担任全球发售的联席保荐人，摩根士丹利、华泰、中金和农银国际担任全球发售的整体协调人及资本市场中介人。
- (C) 投资者希望根据并基于本协议条件和条款认购投资者股份（定义见下文），作为国际发售的一部分。

各方在此达成如下协议：

1. 定义和解释

- 1.1 除文义另有所指外，在本协议（包括其附表及绪言）中，下列各词汇、术语和用语具备以下含义：

“**联属公司**”就特定个人或实体而言，除上下文另有规定外，是指直接或间接通过一个或多个中间机构控制，或受其控制或与指定的个人或实体共同控制的任何个人或实体。为了本定义的目的，“控制”（包括“控制”、“由...控制”及“与...共

同控制”)是指直接或间接拥有指导或引导他人管理和政策方向的权力(无论通过拥有表决权的证券、合同或其他方式);

“**会计及财务汇报局**”指香港会计及财务汇报局;

“**总投资额**”指等于发售价乘以投资者股份数目的金额;

“**批准**”具有第6.2(g)条所赋予的含义;

“**联系人/紧密联系人**”应具有上市规则赋予该术语的定义,及“**各联系人/紧密联系人**”应据此予以相应解释;

“**佣金**”指费用规则(定义见上市规则)第7(1)段要求的按总投资额的1%计算的佣金;

“**营业日**”指香港持牌银行一般对香港公众正常营业以及联交所对外进行证券买卖业务的任何日子(星期六、星期日及香港公共假期除外);

“**中央结算系统**”指香港中央结算有限公司建立和经营的中央结算及交收系统;

“**交割**”指根据本协议条款和条件完成对投资者股份的认购;

“**资本市场中介**”指行为守则中定义的资本市场中介机构,用于在股权资本市场交易中进行簿记和配售活动;

“**行为守则**”指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则;

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

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

“**关连人士/核心关连人士**”应具有上市规则赋予该术语的定义,及“**各关连人士/核心关连人士**”亦须据此解释;

“**关联关系**”须具有中国证监会备案规则赋予该词的涵义;

“**合约(第三者权利)条例**”指不时经修订或补充或另行修改的《合约(第三者权利)条例》(香港法例第623章);

“**控股股东**”除上下文另有要求外,须具有上市规则赋予该词的涵义及“**各控股股东**”亦须据此解释;

“**中国证监会**”指中国证券监督管理委员会;

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

“中国证监会备案报告”指公司就全球发售根据中国证监会备案规则第 13 条提交予中国证监会的备案报告，包括其中任何修订、补充和/或修改；

“中国证监会备案”指根据中国证监会备案规则和其他适用法律、法规和中国证监会的要求，就全球发售事项以书面、口头或其他任何方式向或将向中国证监会提交/作出的任何和所有信函、备案、通信往来、沟通、文件、回复、承诺和呈交，包括其中任何修订、补充和/或修改（包括但不限于中国证监会备案报告）；

“延迟交付日期”指在香港公开发售承销协议和国际发售承销协议均已签订并已成为无条件协议且尚未终止前提下，整体协调人应依据第4.3 条通知投资者的晚于上市日期的日期；

“处置”就任何相关股份而言，包括直接或间接，

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其中任何权益，或代表接收该等相关股份的权利的任何其他证券的任何合法或实益权益的发售、抵押、押记、出售、按揭、借贷、设立、转移、转让或以其他方式处置任何合法或实益权益（包括设立任何购股权或订立协议设立购股权，或出售或授出或同意出售或授出任何购股权或购买、认购、出借或以其他方式转让或处置任何购股权的合同或任何认股权证或购买权、认购权、出借权或以其他方式转让或处置，或购买或同意购买任何购股权、合同、认股权证或出售权）（直接或间接，有条件或无条件），或者设立任何性质的任何第三方的权利；或者直接或间接、有条件或无条件缔约进行上述任何处置；或
- (ii) 订立任何掉期交易或其他安排将相关股份或其中任何权益的任何实益所有权或该等相关证券或此类其他证券或其中的任何权益的任何经济后果或附带后果部分或全部转让他人；或
- (iii) 直接或间接开展与上述第 (i)及(ii)项所描述的任何一项交易具有相同经济效果的任何其他交易；或
- (iv) 同意或缔约或公开宣布有意开展上述第 (i)、(ii)及 (iii)项所描述的任何交易，无论上述第(i)、(ii)及 (iii)项所描述的交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份其他证券、以现金或其他方式结算；且**“处置”**应据此予以解释；

“FINI”须具有上市规则赋予该词的涵义；

“全球发售”具有绪言 (A)所赋予的含义；

“政府机构”是指任何国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家的政府、政府间的、监管机构或行政委员会、董事会、机构、主体或代理部门，或任何证券交易所、自监管或其他非政府监管机构，或任何法院、司法机构、法庭、仲裁庭或仲裁员（包括但不限于联交所、深交所、证监会及中国证监会）；

“**集团**”指公司及其附属公司；

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

“**港元**”指香港法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有绪言 (A)所赋予的含义；

“**受偿方**”具有第6.6 条所赋予的含义，“**受偿方**”为其中任何一方，视情况而定；

“**国际发售**”具有绪言 (A)所赋予的含义；

“**国际发售通函**”指公司预期向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条所赋予的含义；

“**投资者股份**”指投资者根据本协议条款及条件，按照附表一进行计算，并由公司、整体协调人决定，由投资者于国际发售中认购的 H 股数目；

“**法律**”指所有相关司法管辖区的任何政府机构（包括但不限于联交所、深交所、证监会和中国证监会）的所有法律、成文法规、立法、条例、办法、规则、法例、指引、指导、决定、意见、通知、通函、指南、要求、命令、判决、判令或裁定；

“**征费**”指就总投资额而言 0.0027%的证监会交易征费（或上市日期现行的交易征费）和 0.00565%的联交所交易费（或上市日期现行的交易费）及 0.00015%的会计及财务汇报局交易征费（或上市日期现行的交易征费）；

“**上市日期**”指 H 股首次在联交所主板上市的日期；

“**上市指南**”指经不时修改、补充或修订的，联交所刊发的《新上市申请人指南》；

“**上市规则**”指不时经修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、指引及其他规定；

“**禁售期**”具有第5.1 条所赋予的含义；

“**发售价**”指将根据全球发售进行发售或出售 H 股的每股 H 股的最终港元价格（不包括佣金和征费）；

“**超额配股权**”具有国际发售通函所赋予的定义；

“**各方**”指列名的本协议各方；“**一方**”按文义应指他们其中任何一方；

“中国”指中华人民共和国，仅就本协议而言，不包括香港及澳门特别行政区和中国台湾地区；

“初步发售通函”指公司将向潜在投资者（包括投资者）发出的与国际发售有关的经不时修订或补充的初步发售通函；

“专业投资者”具有证券及期货条例附录 1 第 1 部分所赋予的含义；

“自营投资为基础”指投资者出于自身利益及投资目的而进行投资(无论该投资是否是为了该投资者的任何股东或资金投资者的利益而进行)，而非作为任何第三方的代理人而进行；

“招股章程”指公司将就香港公开发售在香港发行的最终招股章程；

“公开文件”指公司为国际发售将发出的初步发售通函和国际发售通函，为香港公开发售将在香港发出的招股章程，以及公司就全球发售可能发出的其他文件和公告，上述各项可经不时修改或补充；

“合格机构买家”具有绪言 (A)所赋予的含义；

“监管机构”具有第6.2(i)条所赋予的含义；

“相关股份”指投资者或其全资子公司（如有）根据本协议第2.2 条认购的投资者股份，以及根据任何供股、资本化发行或其他资本重组形式（不论该等交易是否以现金或其他方式结算）由投资者股份派生的公司任何股份或其他证券或权益；

“S 条例”指证券法 S 条例；

“人民币”指中国法定货币；

“144 条例”指证券法 144 条例；

“144A 条例”指证券法 144A 条例；

“证券法”指经修订的美国 1933 年《证券法》（不时补充或以其他方式修改，以及据此颁布的规则和条例）；

“证监会”指香港证券及期货事务监察委员会；

“证券及期货条例”指不时经修订、补充或另行修改的《证券及期货条例》（香港法例第 571 章）；

“联交所”指香港联合交易所有限公司；

“附属公司”具有公司条例所赋予的定义；

“美国”指美利坚合众国及其领土、领地、美国任何州以及哥伦比亚特区；

“美元”指美国法定货币； 及

“美国人士”具有 S 条例所赋予的含义。

1.2 在本协议中，除文义另有所指外：

- (a) 凡提及“条”、“款”或“附表”均指本协议中的条、款或附表；
- (b) 索引、条款和附表标题仅为方便阅读而设，不得影响对本协议的理解或解释；
- (c) 绪言和附表构成本协议的其中部分，并具有同等效力和作用，犹如本协议正文明确所载，以及凡提及本协议应包含绪言和附表；
- (d) 含有单数含义应包括复数含义，反之亦然；具有一种性别意义的词汇应包括另一种性别的含义；
- (e) 凡提及本协议或其他文件包括本协议或其他文件的任何修订或替换；
- (f) 凡提及一项法规、法定条文、法例或规则，包括提述：
 - (i) 该法规、法定条文、法例或规则经不时合并、修订或补充、修改、重新制定，或由任何法规、法定条文、法例或规则取代；
 - (ii) 对其重新制定的任何废除的法规、法定条文、法例或规则（无论是否进行修改）； 及
 - (iii) 根据它制定的任何附属立法；
- (g) 凡提及时间及日期，除非特别规定，均分别指香港时间及日期；
- (h) 凡提及“人士”包括提及个人、企业、公司、法人团体、非公司社团或机构、政府、国家或国家机构、联营企业、联合体或合伙（无论是否具有独立法人资格）；
- (i) 凡提及“包括”及“包含”应解释为包括但不限于及包含但不限于； 及
- (j) 凡提及有关香港之外其他司法权区下任何诉讼、救济、措施或司法程序的法律词汇，法律文件、法律状态、法庭、官方或任何法律概念或事物将视为具有该司法权区下与有关香港法律词汇最相近之含义。

2. 投资

2.1 在满足下文第3 条提及的各条件（或经各方共同豁免，但第3.1(a)条、第3.1(b)条、第3.1(c)条、第3.1(d)条及第3.1(e) 条所载条件不得豁免，且第3.1(f)条项下的条件仅可由公司、联席保荐人及整体协调人共同豁免）及在本协议其他条款和条件的规限下：

- (a) 投资者将于上市日期或（若适用）延迟交付日期认购，且公司将发行、分配及发售，且整体协调人将分配及/或交付（视情况而定）或安排分配及/或交付（视情况而定）予投资者，投资者将通过整体协调人及/或其附属公司（以相关部分国际发售的国际承销商的国际代表身份）按发售价认购的投资者股份并作为国际发售的一部分； 及
- (b) 投资者将根据第4.2 条就投资者股份支付总投资额、佣金和征费。

2.2 投资者可选择于不迟于上市日期前三个营业日书面通知公司、联席保荐人及整体协调人，通过投资者的一家全资附属公司认购投资者股份。该全资附属公司为专业投资者，且为 (A) 一个合资格机构买家，或 (B) (i) 非美国人士；(ii) 位于美国境外；及 (iii) 根据 S 条例收购离岸交易中的投资者股份，但是：

- (a) 投资者应促使该全资附属公司于同日向公司、联席保荐人及整体协调人提供书面确认函，表示其同意遵守投资者在本协议中作出的相同协定、声明、保证、承诺、承认和确认，且投资者在本协议中作出的协定、声明、保证、承诺、承认和确认应视为由投资者为其自身和代表该全资附属公司作出；及
- (b) 投资者(i) 向公司、联席保荐人及整体协调人无条件且不可撤销地保证，该全资附属公司妥善且准时履行其在本协议项下所应遵守的所有的协定、义务、承诺、保证、声明、赔偿、同意、承认、确认及契诺；及 (ii) 承诺按照第6.6 条的规定，根据受偿方各方的要求，充分有效地给予弥偿及按要求维持弥偿。

本第2.2 条项下构成了投资者直接、主要且无条件的义务，即按照要求向公司、联席保荐人及整体协调人支付该全资附属公司在本协议项下任何应付款项，且按要求及时履行该全资附属公司在本协议项下的任何义务，而无需公司、联席保荐人及整体协调人先采取针对该全资附属公司或任何其他人士的措施。除非文义另有所指，投资者一词在本协议中应被理解为包含该全资附属公司。

2.3 公司及整体协调人可以根据第4.3 条自主决定于延迟交付日期交付全部或部分的投资者股份。

2.4 公司及整体协调人（代表其自身及全球发售的承销商）将以他们商定的方式决定发售价。投资者股份的确切数量将由公司及整体协调人根据附表一最终决定，且该决定为最终决定且对投资者具有约束力（除非出现明显错误）。

3. 交割前提条件

3.1 投资者在本协议项下根据第2.1 条认购投资者股份的义务，以及公司及整体协调人根据第2.1 条发行、分派、配售、分配及/或交付（视乎情况而定）或促使发行、分派、配售、分配及/或交付（视乎情况而定）投资者股份的义务，仅取决于各方于交割之时或之前满足或共同豁免（但第 3.1(a)条、第 3.1(b)条、第 3.1(c)条、第 3.1(d)条及第 3.1(e)条所载条件不得豁免，且第 3.1(f)条项下所载条件仅可由公司、联席保荐人及整体协调人共同豁免）以下各项条件：

- (a) 香港公开发售承销协议和国际发售承销协议经订立并于不迟于该等承销协议指明的时间和日期（根据彼等各自的原定条款或其后协议各方通过协议豁免或更改的条款）已生效并须无条件履行，且上述承销协议均尚未被终止；
- (b) 发售价已由公司及整体协调人（代表他们自己和全球发售的承销商）根据各方将签署的定价协议协商确定；
- (c) 联交所已批准 H 股（包括投资者股份）上市和买卖并授予其他适用豁免和批准，包括与投资者认购投资者股份有关的事项，且该等批准、同意或豁免在 H 股于联交所开始买卖之前尚未被撤销；

- (d) 中国证监会已经受理中国证监会备案并在其网站上发布中国证监会备案的备案结果，且该等受理通知书和/或经公布的备案结果在 H 股于联交所开始买卖之前尚未被拒绝、撤回、撤销或使其无效；
- (e) 任何政府机构尚未制定或颁布任何法律禁止完成全球发售或本协议项下拟进行的交易，并且具有管辖权的法院未发出任何有效命令或禁制令阻止或禁止该等交易的进行；及
- (f) 投资者在本协议项下的各自声明、保证、承认、承诺和确认目前（截至本协议订立日期）并将（截至上市日期及延迟交付日期（如适用））在所有方面均属准确、真实及完整且无误导性，且投资者并无严重违反本协议。

3.2 若于本协议日期后一百八十（180）日当日或之前（或公司、投资者、联席保荐人及整体协调人之间可能书面同意的其他日期），第3.1条所载的任何条件未获实现或未被各方豁免（但第3.1(a)条、第3.1(b)条、第3.1(c)条、第3.1(d)条及第3.1(e)条所载条件不得豁免，且第3.1(f)条项下的条件仅可由公司、联席保荐人及整体协调人豁免），公司、整体协调人或联席保荐人应在合理可行的前提下尽快书面告知投资者，投资者购买投资者股份的义务，以及公司及整体协调人发行、分派、配售、分配及/或交付（视乎情况而定）或促使发行、分派、配售、分配及/或交付（视乎情况而定）投资者股份的义务应终止，且投资者根据本协议向任何其他方支付的任何款项将由该其他方在不计利息且商业上可行的情况下尽快并在任何情况下不晚于本协议终止日期的三十(30)日内归还予投资者，而本协议将予以终止并不具有效力，且公司、联席保荐人及/或整体协调人的所有义务及责任应停止并终止；但根据本第3.2条终止本协议，不得影响任何一方在该等终止之时或之前就本协议所载条款对其他各方的已有权利或责任。为避免疑义，本条款中的任何内容均不得解释为赋予投资者对其违反投资者根据本协议在本条提及的日期前作出并保持有效的任何声明、保证、承诺、承认及确认予以补救的权利。

3.3 投资者承认无法保证全球发售将会完成、不会延迟、不会终止或发售价将在公开文件规定的指示性范围内，若因任何原因全球发售在预计的日期和时间延迟、终止、未能进行或没有完成或根本无法完成，或如果发售价不在公开文件规定的指示性范围内，公司、联席保荐人或整体协调人将不会对投资者承担任何责任，但应在合理可行的前提下尽快书面告知投资者。投资者特此放弃，以因全球发售因任何原因按预计的时间及日期延迟、终止、未能进行或未能完成或根本无法完成，或如果发售价不在公开文件规定的指示性范围内为由，任何对公司、联席保荐人及/或整体协调人或上述各方的附属公司、联属公司、高级管理人员、董事、监事（如适用）、雇员、顾问、联系人、代理及代表提出任何申索或诉讼的权利（如有）。

4. 交割

4.1 在第3条和本第4条的规限下，根据国际发售并作为国际发售的一部分，投资者将以发售价认购投资者股份，并通过整体协调人（和/或其各自的联属公司）以其作为国际发售相关部分的国际承销商代表的身份进行。据此，投资者股份的认购将同时与国际发售按公司、整体协调人确定的时间和方式交割。

倘公司、联席保荐人及整体协调人认为公司在上市日无法遵守 (a) 上市规则第

8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）规定或联交所另行豁免的最低公众持股量规定；(c) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求；及/或 (d) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例，公司、联席保荐人及整体协调人应有权以其唯一及绝对酌情权调整投资者认购及/或收购的投资者股份数目的分配，以确保遵守上市规则（或联交所授予之相关豁免的规定），但需事先书面告知投资者。

- 4.2 不论投资者股份的交付时间和方式如何，投资者应于不迟于上市日期前一（1）天或之前，以立即可用的港元资金通过电汇（向整体协调人通知投资人的港元银行账户）全数支付总投资额连同相关佣金和征费，其应向整体协调人于不迟于上市日期前三（3）个完整营业日书面通知投资者的有关港元银行账户进行支付，并且不得作出任何扣除或抵销，前述通知应（其中）包括付款账户详情和投资者根据本协议的应付总额。
- 4.3 若整体协调人自主确定所有或任何部分投资者股份将于晚于上市日期的日期（“**延迟交付日期**”）交付，整体协调人应在 (i) 不迟于上市日期前两（2）个营业日，书面通知投资者将会延迟交付的投资者股份数目；及 (ii) 不迟于实际延迟交付日期前两（2）个营业日，书面通知投资者延迟交付日期，但前提是，延迟交付日期不应晚于可以行使超额配股权最后一日之后三（3）个营业日。整体协调人的此类决定将对投资者具有决定性和约束力。如果投资者股份将在延迟交付日期交付给投资者，则投资者仍应依照第4.2 条的规定支付投资者股份。
- 4.4 在根据第4.2 条妥为缴付投资者股份的款项的规限下，向投资者交付投资者股份（视乎情况而定）应通过中央结算系统进行，方式是直接将投资者股份存入中央结算系统，以寄存于中央结算系统投资者户口持有人账户或投资者于不迟于上市日期前或根据第 4.3 条确定的延迟交付日期前三（3）个营业日书面通知整体协调人的中央结算系统股份账户。
- 4.5 在不影响第4.3 条的前提下，投资者股份的交付亦可通过公司、联席保荐人、整体协调人和投资者书面同意的任何其他方式进行，但前提是，投资者股份的交付不晚于可以行使超额配股权最后一日之后三（3）个营业日，无论交付该投资者股份的时间和方式如何。
- 4.6 若未能按本协议规定的时间和方式及时（不论全部或部分）收取或结算总投资额款项和相关佣金和征费，公司、联席保荐人及整体协调人保留以其绝对酌情权决定终止本协议的权利，在此情况下，公司、联席保荐人及整体协调人的所有义务和责任应停止并终止（但不得影响公司、联席保荐人及整体协调人可能因投资者未能遵守其于本协议项下的义务而对其享有的任何申索）。投资者在任何情况下均应根据第6.6 条全权负责并应赔偿各受偿方因投资者未能全数支付总投资额款项、佣金和征费而可能蒙受或由其产生或与之相关的任何损失和损害赔偿，并确保其不受损失且使其获全数赔偿（按照税后标准）。
- 4.7 若出现公司、联席保荐人、整体协调人及/或其各自联属公司（视情况而定）无法控制的情形，包括但不限于天灾，洪水，战争（不论宣战或未宣战），恐怖主义，火灾，骚乱，叛乱，内乱，流行病或严重流行病（包括但不限于 SARS,

H5N1, MERS and COVID-19), 疾病的爆发、升级、变异或加重, 灾难, 危机, 公共秩序混乱, 地震, 海啸, 火山喷发, 其他自然疾病, 敌对行动的爆发或升级 (不论宣战或未宣战), 区域、国家或国际紧急状态, 经济制裁, 政治变化, 政府运作瘫痪, 运输中断或延误或严重中断, 罢工, 停工, 其他工业行动, 电力或其他供应的严重故障, 飞机碰撞, 技术故障, 意外或机械或电力故障, 计算机故障或任何款项传输系统的故障或失败, 禁运, 劳动争议及任何现有或将来的法律、法令、法规的变更, 或任何现有或将来政府活动的变更或类似的情形, 从而阻止或延迟其履行本协议项下的义务, 则公司、联席保荐人、整体协调人及其各自附属公司均不承担 (无论共同或各自) 未能或延迟履行本协议项下义务的责任, 公司、联席保荐人及整体协调人均有权终止本协议。

5. 投资者限制

- 5.1 在第5.2 条的规限下, 投资者为其自身及代表其全资子公司 (若投资者股份由该全资子公司持有, 如有) 同意并向公司、联席保荐人及整体协调人作出契诺和承诺, 未经公司、联席保荐人及整体协调人事先书面同意, 自上市日期 (含上市日期) 起至上市日期满六 (6) 个月之日 (含当日) 结束的期间 (“**禁售期**”) 内任何时间, 投资人将不会且将促使其附属公司不会直接或间接: (i) 以任何方式处置任何相关股份或处置持有相关股份的任何公司或实体的任何权益, 包括任何可转换、可交换、可行使或代表有权获得上述证券的证券, 或同意、订立协议或公开宣布订立此类交易的意向; (ii) 允许其最终实益拥有人层面发生控制权变更 (定义见证监会颁布的《公司收购、合并及股份回购守则》); 或 (iii) 直接或间接进行任何与上述交易具有相同经济效果的交易。
- 5.2 在任何情况下, 第5.1 条所载任何内容不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司, 但:
- (a) 于有关转让前至少三 (3) 个工作日, 投资者及/或该全资附属公司 (向公司、联席保荐人及整体协调人并为其利益以令其满意的条款) 作出书面承诺同意, 且投资者承诺促使该全资附属公司接受投资者于本协议项下的义务 (包括第5 条中对投资者施加的限制) 约束, 视同该全资附属公司自身承担该等义务和限制;
 - (b) 该全资附属公司应被视为已作出第6 条所规定的相同承认、确认、承诺、声明及保证;
 - (c) 投资者和该投资者全资附属公司就其持有的所有相关股份而言, 应被视为投资者, 并应共同及各自承担本协议施加的所有义务和责任;
 - (d) 若于禁售期届满前任何时间, 该全资附属公司不再属于或将不再属于投资者的全资附属公司, 其应 (且投资者应促使该附属公司应) 将其持有的相关股份立即且 (在任何情况下于不再属于投资者的全资附属公司之前) 完全并有效地转让予投资者或投资者另一家全资附属公司, 该全资附属公司应或经投资者督促应 (向公司、联席保荐人及整体协调人并为其利益以令其满意的条款) 作出书面承诺, 同意受投资者于本协议项下义务 (包括本第5 条中对投资者施加的限制) 的约束, 并作出本协议下的相同承认、确认、承诺、声明及保证, 视同该全资附属公司自身承担该等义务和限制并且应连带承担本协议所施加的全部责任及义务; 及

- (e) 该全资附属公司为 (A) 合资格机构买家, 或 (B) (i) 不是美国人士; (ii) 位于美国境外, 及(iii) 依据 S 条例收购离岸交易中的相关股份。
- 5.3 投资者同意并承诺, 除经公司、联席保荐人及整体协调人事先书面同意外, 投资者及其紧密联系人于公司全部已发行股本中 (直接和间接) 持有的总持股量应一直低于公司全部已发行股本的 10% (或者上市规则所不时规定的用于定义“大股东”的其他百分比) 且投资者及其紧密联系人 (定义见上市规则) 于目前及上市日期后十二 (12) 个月内不会成为公司所指的核心关连人士。
- 5.4 投资者同意, 投资者持有公司股本为以自营投资为基础, 并同意经公司、联席保荐人及/或整体协调人提出合理要求后向公司、联席保荐人及整体协调人提供合理证明, 表明投资者持有公司股本是以自营投资为基础。投资者不得, 且应促使其控股股东、联系人及其各自实益拥有人不得在全球发售中通过簿记建档程序提出 H 股 (投资者股份除外) 申请或买卖指示或在香港公开发售中提出 H 股申请, 除非投资人事先书面通知本公司、联席保荐人及整体协调人该等行为, 且其符合上市规则及上市指南的适用要求并取得联交所授出的相关豁免及同意。
- 5.5 投资者及其附属公司、董事、监事、高级管理人员、雇员或代理不得与公司、公司的控股股东、任何其他集团成员或其各自附属公司、董事、监事、高级管理人员、雇员或代理签订不符合或违反上市规则 (包括上市指南第 4.15 章或由香港监管机构颁布的书面指引) 的任何安排或协议 (包括但不限于任何补充条款)。
- 6. 确认、声明、承诺和保证**
- 6.1 投资者向公司、联席保荐人及整体协调人声明、承诺、保证、承认、同意和确认:
- (a) 公司、各联席保荐人及各整体协调人分别及其各自的附属公司、董事、监事 (如适用)、高级管理人员、雇员、代理、顾问、联系人、合伙人及代表未作出任何声明、保证或者承诺或担保, 全球发售将 (于任何特定期限内) 进行或完成或发售价将在公开文件规定的指示性范围内, 并且倘若全球发售因任何原因延迟、未能进行或完成, 或若发售价不在公开文件规定的指标范围内, 上述人士概不对投资者承担任何形式的责任;
- (b) 公开文件和全球发售的其他销售和路演材料须披露本协议及投资者背景资料以及本协议项下拟进行的双方之间关系和安排, 而公开文件和有关其他销售和路演材料和公告将提述投资者, 针对全球发售或在其他情况下根据公司 (清盘及杂项条文) 条例和上市规则, 本协议将尤其作为一份重大合约, 并须送交香港监管机构存档并提供展示;
- (c) 根据上市规则须向联交所提交或须在 FINI 上提交的有关投资者的资料将与本公司、联交所、证监会及该等其他监管机构在必要的情况下分享, 并将纳入综合承配人名单并在 FINI 上向整体协调人披露;
- (d) 发售价将仅根据全球发售的条款和条件予以确定, 且投资者将无权对此提出任何反对;
- (e) 投资者股份将由投资者通过整体协调人及/或其各自的附属公司以国际发售的国际承销商的国际代表的身份认购];

- (f) 投资者将接受受限于公司章程或公司其他组织或章程文件及本协议的条款及条件的投资者股份；
- (g) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；
- (h) 投资者股份的数量可能会受到上市规则第 18 项应用指引、上市指南第 4.14 章、上市规则附录 F1 所载配售指南的要求或联交所不时批准且适用于公司的其他该等比例的影响而在国际配售和香港公开发售之间重新分配；
- (i) 在本协议签订时或其前后或在此后但在国际发售交割前的任何时候，公司、联席保荐人及/或整体协调人与一名或多名其他投资者已订立或可能及/或建议订立类似的投资协议，作为国际发售的一部分；
- (j) 投资者股份尚未且不会根据证券法或美国任何州或其他司法管辖区的证券法规予以登记且不得在美国境内发售、转售、质押或以其他方式在美国直接或间接向美国人士或以任何美国人士之名义或为其利益转让，除非根据有效的登记声明或豁免于证券法登记要求或交易无需遵守证券法登记要求，也不得在任何其他司法管辖区进行转让，除非获得该等其他司法管辖区的适用法律许可；
- (k) 若投资者依赖于 144A 规则认购投资者股份，投资者股份将构成 144 规则含义所指的“受限制证券”；
- (l) 投资者理解并同意投资者股份仅可 (A) 根据 144 规则或根据证券法项下其他适用的豁免要求在美国境内进行转让；或 (B) 在“离岸交易”（定义见 S 条例）中在美国境外按照 S 条例以及在各情况下根据美国任何州及任何其他司法管辖区的适用证券法进行转让，任何代表投资者股份的任何股票须附有大致包含上述意思的说明；
- (m) 投资者理解，公司、联席保荐人、整体协调人或任何国际发售的国际承销商，针对证券法 144A 规则或证券法项下的任何其他豁免规定是否适用于其后再发售、转售、抵押或转让投资者股份，概无发表任何声明；
- (n) 除第 5.2 条规定外，在附属公司持有任何投资者股份的情况下，只要该附属公司在禁售期内持续持有任何投资者股份，则投资者需要促使该附属公司保持投资者的全资附属公司的身份并继续坚持遵守本协议项下条款及条件；
- (o) 投资者已收到（及日后可能收到）的资料可能构成有关投资者投资（或持有）投资者股份的重大非公开信息及/或内幕消息（如证券及期货条例所界定），且其将 (i) 除了出于评价其于投资者股份之投资的惟一目的或据法律要求而基于严格须知的标准向其联属公司、附属公司、董事、高级管理人员、雇员、顾问、联系人、合伙人、代理及代表（“**授权接收者**”）披露之外，其不会向其他人披露该等信息，直至这些信息成为公开信息（非因投资者或其任何授权接收者过错的情况下）；(ii) 且投资者尽其最大努力确保其授权接收者（根据本 6.1(o)条向其披露该等信息的人），除却基于严格须知的标准向其他授权接收者披露以外，不会向其他任何人披露该等信息；及 (iii) 不会且将确保其授权接收者（根据本 6.1(o)条向

其披露该等信息的人)不会,以可能违反有关该交易的美国、香港、中国或者任何其他适用司法管辖区证券法(包括内幕交易规定)的方式直接或者间接购买、销售或交易或以其他方式买卖公司或其联属公司或联系人的H股或者其他证券或衍生品;

- (p) 本协议、招股章程初稿及初步发售通函初稿所载的以保密方式提供予投资者及/或其代表的信息以及可能已经以保密方式提供予投资者及/或其代表的任何其他材料(无论口头或书面)不得复制、披露、发送或传播给任何其他人,且据此提供的信息和材料可能会变动、更新、修订及完成,且投资者不应依赖该等材料确定是否投资投资者股份。为避免疑义:
- (i) 招股章程初稿、初步发售通函初稿或可能已提供予投资者及/或其代表的任何其他资料,在禁止该等要约、招揽或销售的司法管辖区内,均不构成收购、购买或者认购任何证券的邀请或要约或招揽,以及招股章程初稿或初步发售通函初稿所载任何内容或提供予投资者及/或其代表的任何其他材料(无论口头或书面)均不构成任何性质合约或承诺的基础;
 - (ii) 不得基于初步发售通函初稿或招股章程初稿或可能已提供予投资者及/或其代表的任何其他材料(无论口头或书面)作出或接收有关认购、收购或购买任何H股或其他证券的要约或邀请;及
 - (iii) 初步发售通函初稿或招股章程初稿或任何其他可能已提供(无论以书面或口头方式)给投资者的任何其他资料,可能须在订立本协议后进一步修订,且投资者不应依赖该等资料决定是否投资投资者股份,且投资者在此同意该等修订(如有)并放弃其有关修订(如有)的权利;
- (q) 本协议共同或分别均不构成在美国或者任何其他认定该等要约为非法的司法管辖区作出的证券销售的要约;
- (r) 其已获提供其认为评估认购投资者股份利益和风险的所有必要或需要的资料,并且已获得提问机会并得到了公司、联席保荐人或整体协调人关于公司、投资者股份或其认为评估认购投资者股份利益和风险的所有必要或需要的其他有关事项的答复,而且公司已向投资者或其代理提供了投资者或其代表要求的、与投资投资者股份有关的所有文件和信息;
- (s) 在作出投资决策时,投资者依赖于及仅将依赖公司发出的国际发售通函所提供的信息,而非依赖公司或代表公司、联席保荐人及/或整体协调人(包括其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人和联属公司)在本协议日期当日或之前向投资者提供的任何其他信息,并且公司、联席保荐人、整体协调人和其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及联属公司对未包含在国际发售通函中任何该等信息或资料的准确性或完整性概不作出任何声明、保证或承诺,公司、联席保荐人、整体协调人和其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及联属公司概不因投资者或其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及联属公司使用或依

赖于该等未包含在国际发售通函中的任何信息或资料，而对该等人士承担任何责任；

- (t) 任何联席保荐人、整体协调人、资本市场中介、其它全球发售的承销商及其各自的董事、监事、高级管理人员、雇员、附属公司、代理、联系人、联属公司、代表、合伙人及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其集团成员业务、经营、前景、财务或其他方面的状况，或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；且除最终国际发售通函规定者外，公司及其董事、监事、高级管理人员、员工、附属公司、代理、联系人、联属公司、代表及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其集团成员业务、经营、前景、财务或其他方面的状况或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；
- (u) 如投资者为或（直接或间接）将为相关股份实益拥有人或公司招股章程显示投资者为相关股份实益拥有人，其在（直接或间接）处置该任何相关股份时，将遵守本协议、上市规则或任何适用法律项下不时适用的所有限制（如有）；
- (v) 其已就公司、集团及投资者股份及本协议中的投资者股份认购条款自行作出调查，并就有关投资者股份的投资及其对投资者的合适性取得其认为必要或适当或其他满足其自身（包括税务、监管、财务、会计、法律、货币和其他方面）考量的（包括税务、监管、财务、会计、法律、货币和其他方面）独立意见，并尚未依赖且将无权依赖就全球发售而由或代表公司或任何联席保荐人、整体协调人、资本市场中介或承销商获得或进行（视情况而定）的任何（包括税务、监管、财务、会计、法律、货币和其他方面的）意见、尽职调查审查或调查或其他建议或支持，并且公司、联席保荐人、整体协调人或其各自的联系人、联属公司、董事、监事、高级管理人员、雇员、顾问或代表，或全球发售涉及的任何其他方，对投资者股份认购的或关于投资者股份买卖的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果，概不承担任何责任；
- (w) 投资者理解目前就投资者股份并无公开市场存在且公司、联席保荐人、整体协调人或全球发售涉及的任何其他方不保证将会有投资者股份的公开或活跃市场存在；
- (x) 若全球发售延迟或终止或因任何原因未能完成，公司、联席保荐人、整体协调人或者其各自的任何联系人、联属公司、董事、监事、高级管理人员、雇员、顾问、代理或代表对投资者或其附属公司概不存在任何责任；
- (y) 公司及整体协调人将有绝对酌情权改变或调整且应在合理可行的前提下尽快书面告知投资者：(i) 全球发售下发行的 H 股数量；及 (ii) 香港公开发售及国际发售各自的 H 股数量；
- (z) 投资者已同意，于上市日期上午 8:00（香港时间）之前支付总投资额及相关佣金和征费；

- (aa) 公司及整体协调人可以全权及绝对的权力酌情决定调整投资者 H 股数目的分配，以符合上市规则第 8.08(3)条（该条订明，于上市日期公众持股中最多 50%可由前三大公众股东实益拥有），(ii) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）或联交所另行豁免的公众持股量规定，(iii) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求，及/或 (iv) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例，但需在合理可行的前提下尽快书面告知投资者；
- (bb) 除本协议外，投资者（一方）与本公司、本公司任何股东、联席保荐人及/或整体协调人（另一方）之间概无就全球发售订立任何其他协议；
- (cc) 投资者未基于如下原因收购投资者股份，且投资者或任何其联属公司或任何代其行事之人未曾且将来亦不会就投资者股份从事 (i) 任何定向销售活动（定义见 S 条例），或 (ii) 任何关于投资者股份的一般招揽或一般广告（定义见证券法 D 条例 502(c)规则）；
- (dd) 任何股份相关的交易须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律下关于 H 股买卖的限制；
- (ee) 公司将不会承认任何非按照本协议限制就相关股份进行的发售、出售、质押或其它转让。

6.2 投资者进一步向公司、联席保荐人及整体协调人作出以下声明、保证和承诺：

- (a) 其已根据其注册成立地的法律合法注册成立，并有效存在且并无清算或清盘之申请、命令或生效的决议；
- (b) 其具备接收及使用本协议下的信息（包括但不限于本协议、招股章程草稿及初步发售通函草稿）的资格，并且不会违反适用于该等投资者的法律或被要求于投资者所在的司法辖区注册或持有牌照；
- (c) 其具备拥有、使用、租赁及经营其资产并开展其当前所开展的业务的合法权利及授权；
- (d) 其拥有签署和交付本协议，订立和执行本协议规定的交易并履行本协议项下的义务要求的全部权力、授权和能力，并已采取一切行动（包括获得所有任何政府和监管机构或第三方的必要同意、批准和授权）；
- (e) 本协议已经由投资者正式授权、执行和交付，并构成根据本协议条款可对投资者强制执行的合法、有效和具有约束力的义务；
- (f) 其已采取，及在本协议期间将采取所有必要行动，履行其在本协议项下的义务并使本协议和本协议拟进行的交易生效，并遵守所有相关法律；
- (g) 根据适用于投资者的任何相关法律以及投资者在本协议项下认购投资者股份方面需要获得的所有同意、批准、授权、许可和注册（“批准”）均已获得且具有完全效力且所有批准尚未被无效化、收回、撤回或搁置且所有批准均不受任何未满足或履行的先决条件约束；截至本协议签署之日，所有批准尚未被无效化、收回、撤回或搁置，投资者也不知悉任何可能导致批准被无效化、收回、撤回或搁置的事实或情况。投资者进一

步同意并承诺，如果任何批准因任何原因被无效化、收回、撤回或搁置或不再完全有效，将立即书面通知公司、联席保荐人及整体协调人；

- (h) 投资者签署及交付本协议、投资者履行本协议及投资者股份的认购不会违反或导致投资者违反：(i) 投资者的公司组织章程大纲及其细则或其他组织或章程文件或 (ii) 投资者就本协议拟进行的交易须遵守的任何司法管辖区的法律或就认购投资者股份在其他情况下可能对投资者适用的法律或 (iii) 对投资者具有约束力的任何协议或其他文件或 (iv) 对该投资者有管辖权的任何政府机构的判决、命令或判令；
- (i) 其已遵守且将遵守所有与认购投资者股份有关的具有管辖权地区的所有适用法律，包括直接或间接通过公司、联席保荐人及/或整体协调人，按联交所、深交所、证监会、中国证监会及/或其他政府、公共、货币或监管机构或部门和证券交易所（统称“**监管机构**”）的要求及时间范围内，向该等监管机构提供信息或促成或促使提供适用法律或该等监管机构不时要求的信息并接受且同意披露该等信息（包括但不限于，(i) 投资者及其最终实益拥有人及/或最终负责提供有关投资者股份认购指示的人士的身份信息（包括但不限于其各自的名称和注册地点）；(ii) 本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份数量、总投资额以及本协议项下的禁售限制）；(iii) 涉及投资者股份的任何掉期安排或其他金融或投资产品及其详细信息（包括但不限于认购者及其最终受益所有人以及该掉期安排或其他金融或投资产品的提供者的身份信息））；及/或(iv) 投资者或其实益拥有人和联系人与公司及其任何股东之间的任何关联关系（统称为“**投资者相关信息**”）。投资者进一步授权公司、联席保荐人、整体协调人或其各自联属公司、董事、高级管理人员、员工、顾问及代表按监管机构的要求在必要范围内向监管机构披露投资者相关信息及/或按上市规则或适用法律要求或按任何相关监管机构要求在任何公开文件或其他公告或文件中在必要范围内进行披露，但需在合理可行的前提下事先书面告知投资者；
- (j) 投资者各自在金融和业务方面拥有下列相关知识和经验：(i) 其能够评估对投资者股份的潜在投资的利益和风险；(ii) 其能够承担该投资的经济风险，包括其对投资者股份投资造成的全盘损失；(iii) 其已收到其认为对决定是否投资投资者股份而言必要或适当的全部资料；及(iv) 其在投资类似发展阶段的公司的证券交易方面拥有经验；
- (k) 其正常业务为购买或销售股份或公司债券或其为一名专业投资者。签订本协议，其就协议包含的交易而言，并非任何联席保荐人、整体协调人、资本市场中介或其他承销商的客户；
- (l) 投资者基于专有投资以其自己名义认购投资者股份，作投资目的，而非旨在分派由其根据本协议认购的任何投资者股份，该投资者无权提名任何人成为公司的董事、监事或高级管理人员；
- (m) (i) 若在美国境内认购投资者股份，则其为合资格机构买家；或 (ii) 若在美国境外认购投资者股份，则其属在 S 条例所定义的“离岸交易”中购买投资者股份，且其并非美国人士；
- (n) 投资者认购投资者股份的交易根据证券法豁免或无须遵守注册要求；

- (o) 投资者及其实益拥有人及/或联系人(i) 为独立于公司的第三方；及 (ii) 非为公司的关连人士（定义见上市规则）或其联系人，且投资者认购投资者股份不会导致投资者及/或其实益拥有人成为公司的一名关连人士（定义见上市规则），无论投资者与可能签订（或已签订）本协议所述的任何其他协议的任何其他方之间有任何关系，并紧随交割后就公司控制权将独立于任何关连人士并不与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 有足够的财务能力满足本协议项下的所有义务；(iv)未直接或间接接受(a)公司的任何核心关连人士（定义见上市规则）或(b)公司、公司的任何董事、最高行政人员、控股股东、主要股东或现有股东或公司的任何附属公司，或其各自的任何紧密联系人（定义见上市规则）的资助、资金或支持，其就公司证券的收购、出售、投票或任何其他处置并非惯常接受且并未接受彼等人士的指示；及(v)除非已向公司、联席保荐人及整体协调人另行书面披露，否则与公司或其任何股东不存在关联关系；
- (p) 投资者将使用自有资金认购投资者股份，并且其尚未且不打算获得贷款或其他形式的融资来履行其在本协议项下的付款义务；
- (q) 就投资者最大所知，投资者、其实益拥有人及/或联系人均非任何全球发售的联席保荐人、整体协调人、簿记管理人、牵头经办人、资本市场中介、全球发售的承销商、牵头经纪或任何分销商的“关连客户”。“关连客户”、“牵头经纪”和“分销商”均具有上市规则附录 F1（股本证券的配售指引）所赋予的含义；
- (r) 投资者账户并非由相关交易所参与者（定义见上市规则）按照全权委托管理投资组合协议管理。“全权委托管理投资组合”一词应具有上市规则附录 F1（股本证券的配售指引）所赋予的含义；
- (s) 投资者的实益拥有人或其各自的联系人均非公司董事（包括过去 12 个月内担任董事）、监事或公司现有股东或其联系人或上述任何人士的提名人；
- (t) 除先前书面通知联席保荐人、整体协调人外，投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单模板中所载或须在 FINI 界面或按上市规则有关承配人的信息的要求所须披露之的任何承配人类别（“基石投资者”除外）；或 (b) 根据上市规则（包括上市规则第 12.08A 条）须在公司的配发结果公告中注明的任何承配人类别；
- (u) 投资者尚未与且将不会与任何“分销商”（定义见 S 条例）就分销 H 股订立任何合约安排，除非与其联属公司订立合约，或事先获得公司书面同意；
- (v) 投资者股份的认购将遵守上市规则附录 F1（股本证券的配售指引）及上市指南第 4.15 章；
- (w) 投资者或，就投资者最大所知，其任何联属公司、董事、监事、高级管理人员、雇员、代理或代表，均未通过补充条款或其他方式接受公司、公司的控股股东、任何集团成员或其各自的联属公司、董事、监事、高级管理人员、雇员、代理或代表在全球发售中提供的任何直接或间接利

益或者签订关于上述事项的任何协议或安排，或者以其他方式从事不符合或违反上市指南第 4.15 章的任何行为或活动；

- (x) 投资者、其实益拥有人及/或联系人均不可使用由公司、其附属公司或公司的关连人士、任何一位联席保荐人、整体协调人，或由全球发售的任何一位承销商或资本市场中介（直接或间接）进行的融资认购本协议项下的投资者股份；投资者及其各个联系人（如有）独立于且与已参与或将参与全球发售的其他投资者及其任何联系人均无关联；
- (y) 除本协议规定的情况外，投资者尚未与任何政府机构或任何第三方就任何投资者股份达成任何安排、协议或承诺；
- (z) 除之前以书面形式向公司、联席保荐人及整体协调人披露的情况外，投资者、其实益拥有人及/或联系人尚未达成也不会达成任何掉期安排或其他涉及投资者股份的金融或投资产品；
- (aa) 除根据本协议或者符合上市规则及上市指南的适用要求并取得联交所授出的相关豁免及同意外，投资者或其任何控股股东、联系人及其各自的实益所有人均未就全球发售项下的任何 H 股提出申请或通过累计投标询价程序下订单；及
- (bb) 投资者及其紧密联系人（定义见上市规则）于公司全部已发行股本中持有的总持股量（直接或间接）不得导致公众人士（定义见上市规则）持有公司的总证券量低于上市规则要求的比例或联交所批准的其他比例。

- 6.3 投资者向公司、联席保荐人及整体协调人声明与保证，附表二所载有关其自身及其作为一家成员公司的集团公司的说明及所有向监管机构及/或公司、联席保荐人、整体协调人及其各自的联属人提供或按前述人士要求提供的投资者相关信息在所有方面均属真实、完整、准确并不存在误导。在不影响第6.1(b)条规定的情况下，投资者不可撤销地同意将其名称和本协议（包括附表二所载）的全部或部分说明提及并载入全球发售的公开文件、销售及路演材料，及（只要公司、联席保荐人及整体协调人全权认为需要）由公司、联席保荐人及/或整体协调人可能发布或代表其发布的该类其他公告或公示文件。投资者承诺尽快提供与其本身、其所有权（包括最终实益所有权）及/或公司、联席保荐人及/或整体协调人可能合理要求的有关的其他资料及/或证明文件，以确保其遵守适用法律及/或公司或证券登记及/或主管的监管机构（包括联交所、证监会和中国证监会）的要求。
- 6.4 投资者在此同意，在审查公开文件初稿及不时提供给投资者的关于全球发售的其他销售材料中对其自身及其作为一家成员公司的集团公司的说明，并根据投资者合理要求（如有）加以修改之后，投资者应被视为保证对其自身与其作为一家成员公司的公司集团的相关说明在所有方面均属真实、准确、完整且不存在误导，并同意，如果其中的任何保证、承诺、陈述或确认不再准确和完整，或在任何方面产生误导，将立即以书面形式通知公司、联席保荐人及整体协调人。
- 6.5 投资者理解，第6.1 和6.2 条中的保证、承诺、声明、同意、确认及承认应根据（其中包括）香港法律及美国证券法的要求作出。投资者确认，公司、联席保荐人、整体协调人、其他全球发售承销商及其各自的附属公司、代理、联属公

司和顾问、以及其他人士将依赖第6.1和6.2条所载的投资者保证、承诺、声明、同意、确认及承认的真实性、完整性和准确性，且其同意，若第6.1和6.2条中的任何保证、承诺、声明、同意、确认及承认在任何方面不再准确或完整或存在误导，将立即书面通知公司、联席保荐人及整体协调人。

- 6.6 对于可能以任何方式对任何受偿方提出或提起的与投资者股份认购及其项下的交易、投资者股份或本协议有关的（包括由投资者或其各自的高级管理人员、董事、监事、雇员、员工、联属公司、代理、代表、联系人或合伙人违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌的作为或不作为）任何及全部损失、成本、费用、申索、行动、责任、法律程序或损害赔偿以及受偿方可能就因前述各项提起的或由前述各项引起的与之有关的任何申索、行动或法律程序或在该等申索、行动或法律程序的争议或抗辩中蒙受或招致的任何及所有成本、费用、损失或开支，投资者同意并承诺投资者将按要求向公司、联席保荐人、整体协调人、及其他全球发售的承销商，各自为其自身以及受托为其各自的联属公司，任何在证券法意义上对其有控制权的人，及其各自的高级管理人员、董事、监事、雇员、员工、联系人、合伙人、代理和代表，（合称为“受偿方”）作出全额及有效的补偿，并保证他们不承担任何责任（按照税后标准）。在所有情况下，本第6.6条在本协议终止后继续有效。
- 6.7 投资者根据第6.1条、第6.2条、第6.3条、第6.4条、第6.5条及第6.6条（视乎情况而定）作出的各项承认、确认、声明、保证和承诺应被理解为单独的承认、确认、声明、保证或承诺，应被视为于上市日期以及延迟交付日（如适用）重复作出。
- 6.8 公司声明、保证并承诺：
- (a) 公司是按照其中国法律正式成立和有效存续的企业；
 - (b) 公司拥有充分权力、授权和能力订立本协议和履行其于本协议项下的义务，并已采取所需的一切行动；
 - (c) 受限于第4.2条规定的全额付款及第5.1条规定的禁止期限，当投资者股份根据第4.4条交付予投资者时应为全额缴足股款、自由转让并不设有任何购股权、留置、押记、按揭、抵押、申索、衡平权益、产权负担和其他第三方权利，并与当时发行和将于联交所上市的H股享有同等权益；
 - (d) 公司及其控股股东（定义见上市规则）、集团任何成员公司及其各自的联属公司、董事、监事、高级管理人员、雇员和代理并无与投资者或其联属公司、董事、监事、高级管理人员、雇员或代理订立任何不符合上市规则（包括上市指南第4.15章）的协议或安排（包括任何补充条款）；及
 - (e) 除本协议规定外，公司或集团任何成员公司或其各自的任何联属公司、董事、监事、高级管理人员、雇员或代理均未就任何投资者股份与任何政府机构或任何第三方达成任何安排、协议或承诺。
- 6.9 公司承认、确认并同意，投资者将依赖国际发售通函所载资料，且投资者与在国际发售中购买H股的其他投资者就国际发售通函享有相同的权利。

7. 终止

7.1 本协议可在下列情况下终止：

- (a) 根据第3.2条或4.6条或4.7条终止本协议；
- (b) 如投资者或投资者之全资附属公司(如投资者股份已根据上述第5.2条转让)在国际发售交割之日或延迟交付日（如适用）当日或之前严重违反本协议（包括严重违反投资者在本协议项下的声明、保证、承诺和确认），（尽管有任何与本协议相反的规定），仅公司或各联席保荐人及整体协调人可终止本协议；或
- (c) 经所有各方书面同意终止本协议。

7.2 如本协议按照第7.1条终止，各方无义务继续履行其各自在本协议项下的义务（下文第8.1条规定的保密义务除外），在不影响在该终止时或之前任何一方就本协议条款已对其他方产生的权利或责任的情况下，各方在本协议项下的权利和责任（第6.6条及第11条规定的权利和责任除外）应终止，任何一方不得向任何其他各方提出任何申索。

7.3 尽管本协议终止，第6.6条、投资者提供的赔偿，以及第10条、第11条、第12条仍然有效。

8. 公布和保密

8.1 除本协议另有规定外，未经其他各方事先书面同意，任何一方不得披露与本协议、本协议拟进行的交易或涉及公司、联席保荐人、整体协调人和投资者的任何其他安排有关的资料。但是，尽管有上述规定，任何一方可在下列情况下就本协议作出披露：

- (a) 本协议可向联交所、证监会、中国证监会及/或对公司、联席保荐人及/或整体协调人有监管权的任何其他监管机构披露，投资者背景以及公司和投资者之间的关系可在公司将发出或代表其发出的公开文件以及公司、联席保荐人及/或整体协调人就全球发售将发出或代表其发出的销售、路演材料及其他公告中说明；
- (b) 本协议可向各方的法律和财务顾问、审计师、其它顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理披露，但仅限于上述人员需要知道的范围内，但该方应 (i) 促使该方的该等法律、财务及其他顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理均获悉并遵守本协议所载的所有保密义务，及 (ii) 就该方的该等法律、财务及其他顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理违反保密义务而承担责任；及
- (c) 任何一方按任何适用法律、对该方有管辖权的任何政府机构或组织（包括联交所、证监会及中国证监会）、证券交易所规则（包括根据公司（清盘及杂项条文）条例和上市规则将本协议作为重大合约送交香港公司注册处登记并提供本协议作为展示文件）或任何主管政府机构的任何具有约束力的判决、命令或要求的规定可以其他方式作出披露。

- 8.2 投资者不得就本协议或任何本协议相关事宜作出其他提及或披露，除非投资者已就该等披露的原则、形式及内容事先征求公司、联席保荐人及整体协调人的事先书面同意。
- 8.3 公司应尽合理努力于发布前提供任何在公开文件中有关本协议、公司和投资者之间的关系和关于投资者的基本背景资料，供投资者审阅。投资者均应配合公司、联席保荐人及整体协调人，以确保该等公开文件提及的内容系属真实、完整、准确且不存在误导，且没有在公开文件中省略重要信息，并及时向公司、联席保荐人及整体协调人及其各自的律师提出意见并提供验证文件。
- 8.4 投资者承诺，就第8.1条所述任何披露的准备，及时提供合理所需的全部协助（包括提供公司、联席保荐人或整体协调人为了以下目的合理要求的与其本身、其所有权（包括最终实益所有权及与公司的关系）、及/或在其他方面与本协议提及事项相关的进一步信息及/或支持文件），以 (i) 在本协议日期后更新公开文件中的有关投资者的描述并验证该等提及内容，并 (ii) 使公司、联席保荐人及/或整体协调人遵守适用的公司或证券登记规定及/或主管监管机构（包括联交所、证监会、中国证监会）提出的要求。

9. 通知

- 9.1 所有本协议项下的通知均应以英文或中文书面形式作出，并以第0条规定的方式送达至以下地址：

若送达公司：

地址： 中国湖南省长沙市雨花区运达中央广场 B 座 11 楼
邮件： tanghuateng@cnggrgf.com.cn
收件人： 唐华腾

若送达投资者：

地址： 上海虹桥商务区申虹路 928 弄虹桥嘉汇 2 号楼 4 楼
邮件： fanmingkai@itg.com.cn
收件人： 樊明恺

若送达摩根士丹利：

地址： 香港九龙柯士甸道西 1 号环球贸易广场 46 楼
邮件： pj_matrix_core@morganstanley.com
收件人： Project MatriX

若送达华泰：

地址： 香港皇后大道中 99 号中环中心 62 楼
邮件： projectmatrix@htsc.com
收件人： Project MatriX team

若送达中金：

地址： 香港中环港景街 1 号 国际金融中心一期 29 楼

邮件: ib_project_matrix@cicc.com.cn

收件人: 曾智聪

若送达农银国际:

地址: 香港干诺道中 50 号中国农业银行大厦 11 楼

邮件: abcic.ecm@abci.com.hk

收件人: ABCI ECM

- 9.2 本协议项下的任何通知均应由专人送递或电子邮件或邮寄（预付邮资）形式发送。任何通知通过专人送递的，视为在交付时送达；以电子邮件发送，则在发送时间之后立即送达（按照发件人发送电子邮件的设备上记录的时间，无论电子邮件是否已确认，除非发件人收到电子邮件未送达的自动消息），以预付邮资邮寄方式寄送的，在无证据表明提早收到时，视为在寄出后 48 小时（若为航空邮寄则寄出后六天）送达。任何通知在非营业日送达的应视为在该日期之后的下一个营业日送达。

10. 一般条款

- 10.1 各方均确认并声明，本协议已由其正式授权、签署并交付，并构成其合法、有效且具有约束力的义务，并按照协议条款具有强制执行力。除公司就实施全球发售可能要求的有关同意、批准和授权外，各方在履行各自在本协议项下的义务时均无需取得其公司、股东或其他同意、批准或授权。各方均进一步确认其能够履行本协议项下的责任。
- 10.2 除明显错误，公司、联席保荐人及整体协调人善意地就投资者股份数目和发售价所作的计算和确定，就本协议而言，应为有决定性和约束力。
- 10.3 本协议规定的联席保荐人及整体协调人的责任为个别的（而非共同，或共同连带）责任。联席保荐人或整体协调人均不因任何其他联席保荐人或整体协调人未履行其在本协议项下的各自责任而承担法律责任，且该等未履行不应影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人及整体协调人应有权单独或与其他联席保荐人及整体协调人共同强制执行其在本协议项下任何或全部权利。
- 10.4 就本协议及本协议项下的交易而言或与本协议有关的需要或可能需要向第三方发出的任何通知或第三方的任何同意及/或批准等方面，投资者、公司、联席保荐人及整体协调人应予以配合。
- 10.5 本协议任何变更或修改在以书面形式作出并经所有各方或其代表签字后方可生效。为避免疑义，对本协议的任何变更或修改均无需事先通知非本协议一方的任何人或获得其同意。
- 10.6 本协议将仅以中文签署。
- 10.7 除相关各方书面同意的情况外，各方应承担各自在本协议项下产生的法律和专业费用、成本或开支，但本协议项下拟进行交易所产生的印花税应由有关的转让方/卖方以及相应的受让方/买方按相同份额承担。
- 10.8 时间是本协议的关键，但本协议中提及的任何时间、日期或期限均可通过各方之间共同的书面协议予以延长。

- 10.9 即使按照第4条完成交割，本协议所有条款在能够获履行或遵守的情况下应持续拥有完全效力和作用，但有关当时已履行的事项除外，且除非该等条款经各方书面同意终止。
- 10.10 本协议构成各方之间与投资者投资公司相关的完整协议和谅解备忘录。本协议将取代各方此前达成的与协议标的相关所有书面或口头承诺、保证、担保、声明、通讯、谅解备忘录和协议。
- 10.11 在本第10.11条中另有规定的范围内，任何非本协议一方的人无权享有任何根据合约（第三者权利）条例强制执行本协议任何条款的权利，但这不影响第三者在合约（第三者权利）条例外存在或可获得的权利或救济：
- (a) 受偿方可如同本协议一方以相同的程度强制执行和依赖第6.6条。
- (b) 本协议的终止、撤销及本协议任何条款的修改、变更或放弃无需第10.11(a)条所述之人的同意。
- 10.12 各联席保荐人及整体协调人均有权且在此获授权按其认为适当的方式和条件（无论是否完成正式手续，也无需按规定就该转授向公司或投资者事先发出通知），将其全部或任何相关权利、义务、权力和自由裁量权转授予其一家或多家联属公司。尽管有任何上述转授，对获转授相关权利、义务、权力及/或自由裁量权的任何联属公司的作为和不作为，该联席保荐人或整体协调人根据本款仍须承担责任。
- 10.13 任何一方延迟或未能（全部或部分）行使或强制执行本协议或法律给予的任何权利均不得视为放弃或豁免权利，也不得以任何方式限制该方进一步行使或强制执行该权利或其他任何权利的能力，且单独或部分行使任何该权利或救济不得排除其他或进一步行使该权利或救济或行使任何其他权利或救济。本协议规定的权利、权力及救济是累积性的，并不排除任何权利、权力和救济（无论是否依据法律或其他规定）。除非以书面形式作出并由放弃方签署，否则任何对向对方追究违约责任的放弃均属无效，也不得暗示有该等放弃。
- 10.14 如任何时候，本协议任何条款在其任何方面，于任何司法管辖区的法律下，属非法、无效或不可强制执行，不应影响或有损：
- (a) 本协议任何其他条款在有关司法管辖区的合法性、有效性或可强制执行性；或
- (b) 本协议该条款或任何其他条款在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议仅对各方及其各自的继承人、执行人、管理人、继任者及被许可的受让人具有约束力，且仅为各方及其各自的继承人、执行人、管理人、继任者和被许可受让人的利益而适用，任何其他人均不得根据或凭借本协议取得或拥有任何权利。除内部重组或重整外，任何一方均不得让与或转让本协议中的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。
- 10.16 在不损害其他各方就其蒙受的所有损失和损害向投资者提出申索的所有权利的前提下，倘若投资者在上市日期当日或之前出现任何违反保证的行为，虽有与本协议相反的规定，公司、联席保荐人及整体协调人有权解除本协议，且各方在本协议项下的所有义务应立即终止。

- 10.17 每一方均向其他方承诺，其应签署并履行，且促使他方签署并履行本协议条款生效所需的其他文件和行动。
- 10.18 每一方不可撤销且无条件地同意，可以通过附加电子签名的方式签署本协议，前提是遵守适用法律，并且所使用的方法可靠且适合于传达文件中包含的信息的目的。

11. 管辖法律和管辖权

- 11.1 本协议及各方之间的关系受香港法律的管辖并据香港法律解释。
- 11.2 因本协议或其违约、终止或无效产生或与之有关的任何争议、争端或索赔（“**争议**”）均应根据提交仲裁申请之日有效的香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地为香港。应有三名仲裁员，仲裁程序用语为中文。仲裁庭的判定和裁决是终局的，且对各方均具约束力，可在拥有管辖权的任何法院录入并强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

- 12.1 如果在任何司法管辖区的任何法律程序（包括但不限于仲裁程序）中，投资者已经或可以（基于主权或皇室地位或其他理由）为其自身或其资产、财产或收入主张对以下各项的任何豁免权：诉讼、起诉、程序或其他法律流程（包括但不限于仲裁程序），抵销或反诉，任何法院的司法管辖权，送达程序，任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）的辅助程序或协助执行，或对任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）提供任何救济或强制执行的其他诉讼、起诉或程序，或如果在任何该等程序中可能有归因于其本身或其资产、财产或收入的任何该等豁免（无论是否主张），则各投资者特此不可撤销且无条件地放弃并同意不就该等程序申请或主张任何该等豁免。

13. 对美国特别决议制度的认可

- 13.1 如果任何属适用主体的全球发售下的承销商成为根据美国特别决议制度进行的法律程序所涉的对象，该承销商对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。
- 13.2 如果任何属适用主体的全球发售下的承销商或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。

“《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k)节中对“关联方”规定的含义，并据之解释。

“适用主体”是指以下任何主体：

《美国联邦法规》第 12 篇第 252.82(b)节中定义（且据其解释）的“适用实体”；
《美国联邦法规》第 12 篇第 47.3(b)节中定义（且据其解释）的“适用银行”；或
《美国联邦法规》第 12 篇第 382.2(b)节中定义（且据其解释）的“适用金融服务机构”。

“违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释。

“美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

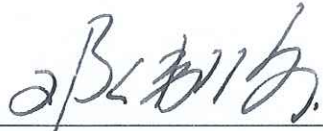
14. 协议副本

14.1 本协议一式多份，由各方签署单独副本。每份副本均视为正本，但所有副本共同构成一份相同的法律文书。通过电子邮件附件（PDF）或者传真方式发送本协议已签署副本的签字页，应视为有效的交付方式。

本协议已由各方合法授权代表于本协议开头所载日期签署，特此证明。

为且代表

中伟新材料股份有限公司



姓名：邓伟明

职务：执行董事

为且代表

宝达投资（香港）有限公司

For and on behalf of
POINTER INVESTMENT (H.K.) LTD.

姓名:

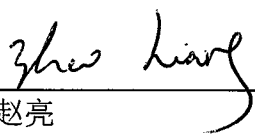
职务:

林锦春 唐燕
董事, 授权代表

林锦春 唐燕

为且代表

摩根士丹利亚洲有限公司



姓名：赵亮
职务：董事总经理

为且代表

华泰金融控股（香港）有限公司



姓名：刘玉麒

职务：执行董事

为且代表

中国国际金融香港证券有限公司

A handwritten signature in black ink, appearing to read 'Cui Tong', is written above a horizontal line.

姓名：曾智聰

职务：执行总经理

为且代表

农银国际融资有限公司



姓名：卞京

职务：董事总经理

附表一 投资者股份

投资者股份的数量

投资者股份的数量应等于 (1)200,000,000 人民币 (RMB200,000,000) 等值港元 (按招股章程中披露的人民币兑港元收盘汇率计算) (包括投资者将就投资者股份支付的佣金及征费) 除以 (2) 发售价, 四舍五入至最接近的 200H 股整笔交易单位数量。

另外, 联席保荐人、整体协调人和公司可以其唯一及绝对酌情权调整投资者股份数目的分配, 从而满足上市规则的相关要求, 包括但不限于 (i) 上市规则第 8.08(3)条的要求 (该条款规定, 于上市日期由公众人士持有的证券中, 由持股量最高的三名公众股东实益拥有的百分比, 不得超过 50%), (ii) 上市规则第 8.08(1)条 (被修订并由第 19A.13A 条取代) 规定的最低公众持股量要求或联交所豁免的其他要求, (iii) 上市规则第 8.08A 条 (被修订并由第 19A.13C 条取代) 规定的最低自由流通量要求, 及/或 (iv) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者 (基石投资者除外) 的最低比例。此外, 整体协调人和公司可自行决定调整投资者股份数量, 以遵守上市规则附录 F1 (股权证券的配售指引)。但前述情形需在合理可行的前提下尽快书面告知投资者。

附表二
宝达投资(香港)有限公司详情

投资者

注册地：	香港金钟道 89 号力宝中心一座 32 楼 C 室
注册证编号：	143030
营业执照号：	09513741
LEI 号码：	3003008B4PYFBS9AER19
业务地址、电话号码及联系人：	香港金钟道 89 号力宝中心一座 32 楼 C 室、唐燕 13505083378
主营业务：	贸易、投资、船舶租赁、融资租赁
最终控股股东：	厦门国贸集团股份有限公司
最终控股股东的注册地：	厦门市湖里区仙岳路 4688 号国贸中心 2801 单元
最终控股股东的营业执照号和 LEI 号码：	营业执照号码为 913502001550054395， LEI 号码为 3003003DOW83VD8HRU16
最终控股股东的主营业务：	供应链管理、健康科技。
股东及股东持有的权益：	股东为厦门国贸集团股份有限公司，持股 100%。
投资者说明供载入招股章程：	宝达投资为于 1984 年 10 月 30 日在香港注册成立的有限公司，主要从事商品贸易、投资、船舶租赁及融资租赁。宝达投资由厦门国贸集团股份有限公司全资拥有，厦门国贸集团股份有限公司为股份于上海证券交易所上市的公司（股份代号：600755），主要从事供应链管理业务、健康科技业务等。
相关投资者类别（联交所的 FINI 承配人名单模板中所载或在 FINI 界面须披露）：	基石投资人

基石投资协议

2025 年 11 月 5 日

中伟新材料股份有限公司

中创新航科技集团股份有限公司

摩根士丹利亚洲有限公司

华泰金融控股（香港）有限公司

中国国际金融香港证券有限公司

农银国际融资有限公司

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本协议（本“协议”）于 2025 年 11 月 5 日签订：

各方当事人如下：

- (1) 中伟新材料股份有限公司，一家在中国成立的股份有限公司，其注册办事处位于中国贵州省铜仁市大龙经济开发区 2 号干道与 1 号干道交汇处（“公司”）；
- (2) 中创新航科技集团股份有限公司，一家于中国注册成立的公司，其注册办事处位于中华人民共和国江苏省常州市金坛区江东大道 1 号；其亦于香港注册为非香港公司，香港主要营业地址为香港湾仔皇后大道东 248 号大新金融中心 40 楼（“投资者”）；
- (3) 摩根士丹利亚细有限公司，地址为：香港九龙柯士甸道西 1 号环球贸易广场 46 楼（“摩根士丹利”）；
- (4) 华泰金融控股（香港）有限公司，地址为：香港 皇后大道中 99 号中环中心 62 楼（“华泰”，与摩根士丹利合称为“联席保荐人”，各自称为“一名联席保荐人”）；
- (5) 中国国际金融香港证券有限公司，地址为：香港中环港景街 1 号 国际金融中心一期 29 楼（“中金”）；及
- (6) 农银国际融资有限公司，地址为：香港干诺道中 50 号 中国农业银行大厦 11 楼（“农银国际”，与摩根士丹利、华泰、中金及法国巴黎证券合称“整体协调人”，各自称为“一名整体协调人”）。

鉴于：

- (A) 公司已提交以全球发售的方式（“全球发售”）将其 H 股（定义见下文）在联交所（定义见下文）上市的申请，其中包括：
 - (i) 公司公开发售 10,422,600 H 股（定义见下文）供香港公众人士认购（“香港公开发售”）；和
 - (ii) 公司根据证券法（定义见下文）S 条例进行离岸交易，在美国境外向投资者进行有条件的 93,802,800 H 股配售（包括向香港的专业和机构投资者配售）以及在美国向符合 144A 规则或证券法项下其他登记豁免规则的合资格机构买家（“合资格机构买家”）（144A 规则下定义）进行的有条件配售（“国际发售”）。
- (B) 摩根士丹利和华泰担任全球发售的联席保荐人，摩根士丹利、华泰、中金和农银国际担任全球发售的整体协调人及资本市场中介人。
- (C) 投资者希望根据并基于本协议条件和条款认购投资者股份（定义见下文），作为国际发售的一部分。

各方在此达成如下协议：

1. 定义和解释

- 1.1 除文义另有所指外，在本协议（包括其附表及绪言）中，下列各词汇、术语和用语具备以下含义：

“联属公司”就特定个人或实体而言，除上下文另有规定外，是指直接或间接通

过一个或多个中介机构控制，或受其控制或与指定的个人或实体共同控制的任何个人或实体。为了本定义的目的，“控制”（包括“控制”、“由...控制”及“与...共同控制”）是指直接或间接拥有指导或引导他人管理和政策方向的权力（无论通过拥有表决权的证券、合同或其他方式）；

“**会计及财务汇报局**”指香港会计及财务汇报局；

“**总投资额**”指等于发售价乘以投资者股份数目的金额；

“**批准**”具有第6.2(g)条所赋予的含义；

“**联系人/紧密联系人**”应具有上市规则赋予该术语的定义，及“**各联系人/紧密联系人**”应据此予以相应解释；

“**佣金**”指费用规则（定义见上市规则）第 7(1)段要求的按总投资额的 1%计算的佣金；

“**营业日**”指香港持牌银行一般对香港公众正常营业以及联交所对外进行证券买卖业务的任何日子（星期六、星期日及香港公共假期除外）；

“**中央结算系统**”指香港中央结算有限公司建立和经营的中央结算及交收系统；

“**交割**”指根据本协议条款和条件完成对投资者股份的认购；

“**资本市场中介**”指行为守则中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

“**行为守则**”指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

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

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

“**关连人士/核心关连人士**”应具有上市规则赋予该术语的定义，及“**关连人士/核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规则赋予该词的涵义；

“**合约(第三者权利)条例**”指不时经修订或补充或另行修改的《合约(第三者权利)条例》（香港法例第 623 章）；

“**控股股东**”除上下文另有要求外，须具有上市规则赋予该词的涵义及“**控股股东**”亦须据此解释；

“**中国证监会**”指中国证券监督管理委员会；

“**中国证监会备案规则**”指不时经修订、补充或以其他方式修改的中国证监会发

布的《境内企业境外发行证券和上市管理试行办法》及配套指引；

“中国证监会备案报告”指公司就全球发售根据中国证监会备案规则第 13 条提交予中国证监会的备案报告，包括其中任何修订、补充和/或修改；

“中国证监会备案”指根据中国证监会备案规则和其他适用法律、法规和中国证监会的要求，就全球发售事项以书面、口头或其他任何方式向或将向中国证监会提交/作出的任何和所有信函、备案、通信往来、沟通、文件、回复、承诺和呈交，包括其中任何修订、补充和/或修改（包括但不限于中国证监会备案报告）；

“延迟交付日期”指在香港公开发售承销协议和国际发售承销协议均已签订并已成为无条件协议且尚未终止前提下，整体协调人应依据第4.3 条通知投资者的晚于上市日期的日期；

“处置”就任何相关股份而言，包括直接或间接，

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其中任何权益，或代表接收该等相关股份的权利的任何其他证券的任何合法或实益权益的发售、抵押、押记、出售、按揭、借贷、设立、转移、转让或以其他方式处置任何合法或实益权益（包括设立任何购股权或订立协议设立购股权，或出售或授出或同意出售或授出任何购股权或购买、认购、出借或以其他方式转让或处置任何购股权的合同或任何认股权证或购买权、认购权、出借权或以其他方式转让或处置，或购买或同意购买任何购股权、合同、认股权证或出售权）（直接或间接，有条件或无条件），或者设立任何性质的任何第三方的权利；或者直接或间接、有条件或无条件缔约进行上述任何处置；或
- (ii) 订立任何掉期交易或其他安排将相关股份或其中任何权益的任何实益所有权或该等相关证券或此类其他证券或其中的任何权益的任何经济后果或附带后果部分或全部转让他人；或
- (iii) 直接或间接开展与上述第 (i)及(ii)项所描述的任何一项交易具有相同经济效果的任何其他交易；或
- (iv) 同意或缔约或公开宣布有意开展上述第 (i)、(ii)及 (iii)项所描述的任何交易，无论上述第(i)、(ii)及 (iii)项所描述的交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份其他证券、以现金或其他方式结算；且**“处置”**应据此予以解释；

“FINI”须具有上市规则赋予该词的涵义；

“全球发售”具有绪言 (A)所赋予的含义；

“政府机构”是指任何国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家的政府、政府间的、监管机构或行政委员会、董事会、机构、主体或代理部门，或任何证券交易所、自监管或其他非政府监管机构，或任何法院、司法机构、法庭、仲裁庭或仲裁员（包括但不限于联交所、深交所、证监会及

中国证监会)；

“**集团**”指公司及其附属公司；

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

“**港元**”指香港法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有绪言 (A)所赋予的含义；

“**受偿方**”具有第6.6 条所赋予的含义，“**受偿方**”为其中任何一方，视情况而定；

“**国际发售**”具有绪言 (A)所赋予的含义；

“**国际发售通函**”指公司预期向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条所赋予的含义；

“**投资者股份**”指投资者根据本协议条款及条件，按照附表一进行计算，并由公司、整体协调人决定，由投资者于国际发售中认购的 H 股数目；

“**法律**”指所有相关司法管辖区的任何政府机构（包括但不限于联交所、深交所、证监会和中国证监会）的所有法律、成文法规、立法、条例、办法、规则、法例、指引、指导、决定、意见、通知、通函、指南、要求、命令、判决、判令或裁定；

“**征费**”指就总投资额而言 0.0027%的证监会交易征费（或上市日期现行的交易征费）和 0.00565%的联交所交易费（或上市日期现行的交易费）及 0.00015%的会计及财务汇报局交易征费（或上市日期现行的交易征费）；

“**上市日期**”指 H 股首次在联交所主板上市的日期；

“**上市指南**”指经不时修改、补充或修订的，联交所刊发的《新上市申请人指南》；

“**上市规则**”指不时经修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、指引及其他规定；

“**禁售期**”具有第5.1 条所赋予的含义；

“**发售价**”指将根据全球发售进行发售或出售 H 股的每股 H 股的最终港元价格（不包括佣金和征费）；

“**超额配股权**”具有国际发售通函所赋予的定义；

“各方”指列名的本协议各方；“一方”按文义应指他们其中任何一方；

“中国”指中华人民共和国，仅就本协议而言，不包括香港及澳门特别行政区和中国台湾地区；

“初步发售通函”指公司将向潜在投资者（包括投资者）发出的与国际发售有关的经不时修订或补充的初步发售通函；

“专业投资者”具有证券及期货条例附录 1 第 1 部分所赋予的含义；

“自营投资为基础”指投资者出于自身利益及投资目的而进行投资(无论该投资是否是为了该投资者的任何股东或资金投资者的利益而进行)，而非作为任何第三方的代理人而进行；

“招股章程”指公司将就香港公开发售在香港发行的最终招股章程；

“公开文件”指公司为国际发售将发出的初步发售通函和国际发售通函，为香港公开发售将在香港发出的招股章程，以及公司就全球发售可能发出的其他文件和公告，上述各项可经不时修改或补充；

“合格机构买家”具有绪言 (A)所赋予的含义；

“监管机构”具有第6.2(i)条所赋予的含义；

“相关股份”指投资者或其全资子公司（如有）根据本协议第2.2 条认购的投资者股份，以及根据任何供股、资本化发行或其他资本重组形式（不论该等交易是否以现金或其他方式结算）由投资者股份派生的公司任何股份或其他证券或权益；

“S 条例”指证券法 S 条例；

“人民币”指中国法定货币；

“144 条例”指证券法 144 条例；

“144A 条例”指证券法 144A 条例；

“证券法”指经修订的美国 1933 年《证券法》（不时补充或以其他方式修改，以及据此颁布的规则和条例）；

“证监会”指香港证券及期货事务监察委员会；

“证券及期货条例”指不时经修订、补充或另行修改的《证券及期货条例》（香港法例第 571 章）；

“联交所”指香港联合交易所有限公司；

“附属公司”具有公司条例所赋予的定义；

“美国”指美利坚合众国及其领土、领地、美国任何州以及哥伦比亚特区；

“美元”指美国法定货币； 及

“美国人士”具有 S 条例所赋予的含义。

1.2 在本协议中，除文义另有所指外：

- (a) 凡提及“**条**”、“**款**”或“**附表**”均指本协议中的条、款或附表；
- (b) 索引、条款和附表标题仅为方便阅读而设，不得影响对本协议的理解或解释；
- (c) 绪言和附表构成本协议的其中部分，并具有同等效力和作用，犹如本协议正文明确所载，以及凡提及本协议应包含绪言和附表；
- (d) 含有单数含义应包括复数含义，反之亦然；具有一种性别意义的词汇应包括另一种性别的含义；
- (e) 凡提及本协议或其他文件包括本协议或其他文件的任何修订或替换；
- (f) 凡提及一项法规、法定条文、法例或规则，包括提述：
 - (i) 该法规、法定条文、法例或规则经不时合并、修订或补充、修改、重新制定，或由任何法规、法定条文、法例或规则取代；
 - (ii) 对其重新制定的任何废除的法规、法定条文、法例或规则（无论是否进行修改）； 及
 - (iii) 根据它制定的任何附属立法；
- (g) 凡提及时间及日期，除非特别规定，均分别指香港时间及日期；
- (h) 凡提及“**人士**”包括提及个人、企业、公司、法人团体、非公司社团或机构、政府、国家或国家机构、联营企业、联合体或合伙（无论是否具有独立法人资格）；
- (i) 凡提及“**包括**”及“**包含**”应解释为包括但不限于及包含但不限于； 及
- (j) 凡提及有关香港之外其他司法权区下任何诉讼、救济、措施或司法程序的法律词汇，法律文件、法律状态、法庭、官方或任何法律概念或事物将视为具有该司法权区下与有关香港法律词汇最相近之含义。

2. 投资

2.1 在满足下文第3 条提及的各条件（或经各方豁免，但第3.1(a)条、第3.1(b)条、第3.1(c)条、第3.1(d)条及第3.1(e) 条所载条件不得豁免，且第3.1(f)条项下的条件仅可由公司、联席保荐人及整体协调人豁免）及在本协议其他条款和条件的规限下：

- (a) 投资者将于上市日期或（若适用）延迟交付日期认购，且公司将发行、分配及发售，且整体协调人将分配及/或交付（视情况而定）或安排分配及/或交付（视情况而定）予投资者，投资者将通过整体协调人及/或其附属公司（以相关部分国际发售的国际承销商的国际代表身份）按发售价认购的投资者股份并作为国际发售的一部分； 及

(b) 投资者将根据第4.2条就投资者股份支付总投资额、佣金和征费。

2.2 投资者可选择于不迟于上市日期前三个营业日书面通知公司、联席保荐人及整体协调人，通过投资者的一家全资附属公司认购投资者股份。该全资附属公司为专业投资者，且为 (A) 一个合格机构买家，或 (B) (i) 非美国人士；(ii) 位于美国境外；及 (iii) 根据 S 条例收购离岸交易中的投资者股份，但是：

(a) 投资者应促使该全资附属公司于同日向公司、联席保荐人及整体协调人提供书面确认函，表示其同意遵守投资者在本协议中作出的相同协定、声明、保证、承诺、承认和确认，且投资者在本协议中作出的协定、声明、保证、承诺、承认和确认应视为由投资者为其自身和代表该全资附属公司作出；及

(b) 投资者 (i) 向公司、联席保荐人及整体协调人无条件且不可撤销地保证，该全资附属公司妥善且准时履行其在本协议项下所应遵守的所有的协定、义务、承诺、保证、声明、赔偿、同意、承认、确认及契诺；及 (ii) 承诺共同及个别地按照第6.6条的规定，根据受偿方各方的要求，充分有效地给予弥偿及按要求维持弥偿。

本第2.2条项下构成了投资者直接、主要且无条件的义务，即按照要求向公司、联席保荐人及整体协调人支付该全资附属公司在本协议项下任何应付款项，且按要求及时履行该全资附属公司在本协议项下的任何义务，而无需公司、联席保荐人及整体协调人先采取针对该全资附属公司或任何其他人士的措施。除非文义另有所指，投资者一词在本协议中应被理解为包含该全资附属公司。

2.3 公司及整体协调人可以根据第4.3条自主决定于延迟交付日期交付全部或部分的投资者股份。

2.4 公司及整体协调人（代表其自身及全球发售的承销商）将以他们商定的方式决定发售价。投资者股份的确切数量将由公司及整体协调人根据附表一最终决定，且该决定为最终且对投资者具有约束力（除非出现明显错误）。

3. 交割前提条件

3.1 投资者在本协议项下根据第2.1条认购投资者股份的义务，以及公司及整体协调人根据第2.1条发行、分派、配售、分配及/或交付（视乎情况而定）或促使发行、分派、配售、分配及/或交付（视乎情况而定）投资者股份的义务，仅取决于各方于交割之时或之前满足或豁免（但第 3.1(a)条、第 3.1(b)条、第 3.1(c)条、第 3.1(d)条及第 3.1(e)条所载条件不得豁免，且第 3.1(f)条项下所载条件仅可由公司、联席保荐人及整体协调豁免）以下各项条件：

(a) 香港公开发售承销协议和国际发售承销协议经订立并于不迟于该等承销协议指明的时间和日期（根据彼等各自的原定条款或其后协议各方通过协议豁免或更改的条款）已生效并须无条件履行，且上述承销协议均尚未被终止；

(b) 发售价已由公司及整体协调人（代表他们自己和全球发售的承销商）根据各方将签署的定价协议协商确定；

- (c) 联交所已批准 H 股（包括投资者股份）上市和买卖并授予其他适用豁免和批准，包括与投资者认购投资者股份有关的事项，且该等批准、同意或豁免在 H 股于联交所开始买卖之前尚未被撤销；
- (d) 中国证监会已经受理中国证监会备案并在其网站上发布中国证监会备案的备案结果，且该等受理通知书和/或经公布的备案结果在 H 股于联交所开始买卖之前尚未被拒绝、撤回、撤销或使其无效；
- (e) 任何政府机构尚未制定或颁布任何法律禁止完成全球发售或本协议项下拟进行的交易，并且具有管辖权的法院未发出任何有效命令或禁制令阻止或禁止该等交易的进行；及
- (f) 投资者在本协议项下的各自声明、保证、承认、承诺和确认在所有方面均属准确、真实及完整且无误导性，且投资者并无违反本协议。

3.2 若于本协议日期后一百八十（180）日当日或之前（或公司、投资者、联席保荐人及整体协调人之间可能书面同意的其他日期），第3.1条所载的任何条件未获实现或未被各方豁免（但第3.1(a)条、第3.1(b)条、第3.1(c)条、第3.1(d)条及第3.1(e)条所载条件不得豁免，且第3.1(f)条项下的条件仅可由公司、联席保荐人及整体协调人豁免），投资者购买投资者股份的义务，以及公司及整体协调人发行、分派、配售、分配及/或交付（视乎情况而定）或促使发行、分派、配售、分配及/或交付（视乎情况而定）投资者股份的义务应终止，且投资者根据本协议向任何其他方支付的任何款项将由该其他方在不计利息且商业上可行的情况下尽快并在任何情况下不晚于本协议终止日期的三十(30)日内归还予投资者，而本协议将予以终止并不具有效力，且公司、联席保荐人及/或整体协调人的所有义务及责任应停止并终止；但根据本第3.2条终止本协议，不得影响任何一方在该等终止之时或之前就本协议所载条款对其他各方的已有权利或责任。为避免疑义，本条款中的任何内容均不得解释为赋予投资者对其违反投资者根据本协议在本条提及的日期前作出并保持有效的任何声明、保证、承诺、承认及确认予以补救的权利。

3.3 投资者承认无法保证全球发售将会完成、不会延迟、不会终止或发售价将在公开文件规定的示意性范围内，若因任何原因全球发售在预计的日期和时间延迟、终止、未能进行或没有完成或根本无法完成，或如果发售价不在公开文件规定的指示性范围内，公司、联席保荐人或整体协调人将不会对投资者承担任何责任。投资者特此放弃，以因全球发售因任何原因按预计的时间及日期延迟、终止、未能进行或未能完成或根本无法完成，或如果发售价不在公开文件规定的指示性范围内为由，任何对公司、联席保荐人及/或整体协调人或上述各方的附属公司、联属公司、高级管理人员、董事、监事（如适用）、雇员、顾问、联系人、代理及代表提出任何申索或诉讼的权利（如有）。

4. 交割

4.1 在第3条和本第4条的规限下，根据国际发售并作为国际发售的一部分，投资者将以发售价认购投资者股份，并通过整体协调人（和/或其各自的联属公司）以其作为国际发售相关部分的国际承销商代表的身份进行。据此，投资者股份的认购将同时与国际发售按公司、整体协调人确定的时间和方式交割。

倘公司、联席保荐人及整体协调人认为公司在上市日无法遵守 (a) 上市规则第

8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）规定或联交所另行豁免的最低公众持股量规定；(c) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求；及/或 (d) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例，公司、联席保荐人及整体协调人应有权以其唯一及绝对酌情权调整投资者认购及/或收购的投资者股份数目的分配，以确保遵守上市规则（或联交所授予之相关豁免的规定）。

- 4.2 不论投资者股份的交付时间和方式如何，投资者应于不迟于上市日期前一（1）天或之前，以立即可用的港元资金通过电汇（向整体协调人通知投资人的港元银行账户）全数支付总投资额连同相关佣金和征费，其应向整体协调人于不迟于上市日期前一（1）个完整营业日书面通知投资者的有关港元银行账户进行支付，并且不得作出任何扣除或抵销，前述通知应（其中）包括付款账户详情和投资者根据本协议的应付总额。
- 4.3 若整体协调人自主确定所有或任何部分投资者股份将于晚于上市日期的日期（“**延迟交付日期**”）交付，整体协调人应在 (i) 不迟于上市日期前两（2）个营业日，书面通知投资者将会延迟交付的投资者股份数目；及 (ii) 不迟于实际延迟交付日期前两（2）个营业日，书面通知投资者延迟交付日期，但前提是，延迟交付日期不应晚于可以行使超额配股权最后一日之后三（3）个营业日。整体协调人的此类决定将对投资者具有决定性和约束力。如果投资者股份将在延迟交付日期交付给投资者，则投资者仍应依照第4.2 条的规定支付投资者股份。
- 4.4 在根据第4.2 条妥为缴付投资者股份的款项的规限下，向投资者交付投资者股份（视乎情况而定）应通过中央结算系统进行，方式是直接将投资者股份存入中央结算系统，以寄存于中央结算系统投资者户口持有人账户或投资者于不迟于上市日期前或根据第 4.3 条确定的延迟交付日期前三（3）个营业日书面通知整体协调人的中央结算系统股份账户。
- 4.5 在不影响第4.3 条的前提下，投资者股份的交付亦可通过公司、联席保荐人、整体协调人和投资者书面同意的任何其他方式进行，但前提是，投资者股份的交付不晚于可以行使超额配股权最后一日之后三（3）个营业日，无论交付该投资者股份的时间和方式如何。
- 4.6 若未能按本协议规定的时间和方式及时（不论全部或部分）收取或结算总投资额款项和相关佣金和征费，公司、联席保荐人及整体协调人保留以其绝对酌情权决定终止本协议的权利，在此情况下，公司、联席保荐人及整体协调人的所有义务和责任应停止并终止（但不得影响公司、联席保荐人及整体协调人可能因投资者未能遵守其于本协议项下的义务而对其享有的任何申索）。投资者在任何情况下均应根据第6.6 条全权负责并应赔偿各受偿方因投资者未能全数支付总投资额款项、佣金和征费而可能蒙受或由其产生或与之相关的任何损失和损害赔偿，并确保其不受损失且使其获全数赔偿（按照税后标准）。
- 4.7 若出现公司、联席保荐人、整体协调人及/或其各自联属公司（视情况而定）无法控制的情形，包括但不限于天灾，洪水，战争（不论宣战或未宣战），恐怖主义，火灾，骚乱，叛乱，内乱，流行病或严重流行病（包括但不限于 SARS, H5N1, MERS and COVID-19），疾病的爆发、升级、变异或加重，灾难，危机，

公共秩序混乱，地震，海啸，火山喷发，其他自然疾病，敌对行动的爆发或升级（不论宣战或未宣战），区域、国家或国际紧急状态，经济制裁，政治变化，政府运作瘫痪，运输中断或延误或严重中断，罢工，停工，其他工业行动，电力或其他供应的故障，飞机碰撞，技术故障，意外或机械或电力故障，计算机故障或任何款项传输系统的故障或失败，禁运，劳动争议及任何现有或将来的法律、法令、法规的变更，或任何现有或将来政府活动的变更或类似的情形，从而阻止或延迟其履行本协议项下的义务，则公司、联席保荐人、整体协调人及其各自附属公司均不承担（无论共同或各自）未能或延迟履行本协议项下义务的责任，公司、联席保荐人及整体协调人均有权终止本协议。

5. 投资者限制

5.1 在第5.2 条的规限下，投资者为其自身及代表其全资子公司（若投资者股份由该全资子公司持有，如有）同意并向公司、联席保荐人及整体协调人作出契诺和承诺，未经公司、联席保荐人及整体协调人事先书面同意，自上市日期（含上市日期）起至上市日期满六（6）个月之日（含当日）结束的期间（“**禁售期**”）内任何时间，投资人将不会且将促使其附属公司不会直接或间接：(i) 以任何方式处置任何相关股份或处置持有相关股份的任何公司或实体的任何权益，包括任何可转换、可交换、可行使或代表有权获得上述证券的证券，或同意、订立协议或公开宣布订立此类交易的意向；(ii) 允许其最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或 (iii) 直接或间接进行任何与上述交易具有相同经济效果的交易。

5.2 在任何情况下，第5.1 条所载任何内容不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，但：

- (a) 于有关转让前至少五（5）个工作日，投资者及/或该全资附属公司（向公司、联席保荐人及整体协调人并为其利益以令其满意的条款）作出书面承诺同意，且投资者承诺促使该全资附属公司接受投资者于本协议项下的义务（包括第5条中对投资者施加的限制）约束，视同该全资附属公司自身承担该等义务和限制；
- (b) 该全资附属公司应被视为已作出第6条所规定的相同承认、确认、承诺、声明及保证；
- (c) 投资者和该投资者全资附属公司就其持有的所有相关股份而言，应被视为投资者，并应共同及各自承担本协议施加的所有义务和责任；
- (d) 若于禁售期届满前任何时间，该全资附属公司不再属于或将不再属于投资者的全资附属公司，其应（且投资者应促使该附属公司应）将其持有的相关股份立即且（在任何情况下于不再属于投资者的全资附属公司之前）完全并有效地转让予投资者或投资者另一家全资附属公司，该全资附属公司应或经投资者督促应（向公司、联席保荐人及整体协调人并为其利益以令其满意的条款）作出书面承诺，同意受投资者于本协议项下义务（包括本第5条中对投资者施加的限制）的约束，并作出本协议下的相同承认、确认、承诺、声明及保证，视同该全资附属公司自身承担该等义务和限制并且应连带承担本协议所施加的全部责任及义务；及

(e) 该全资附属公司为 (A) 合资格机构买家，或 (B) (i) 不是美国人士；(ii) 位于美国境外，及(iii) 依据 S 条例收购离岸交易中的相关股份。

5.3 投资者同意并承诺，除经公司、联席保荐人及整体协调人事先书面同意外，投资者及其紧密联系人于公司全部已发行股本中（直接和间接）持有的总持股量应一直低于公司全部已发行股本的 10%（或者上市规则所不时规定的用于定义“大股东”的其他百分比）且投资者及其紧密联系人（定义见上市规则）不会成为公司所指的核心关连人士。此外，投资者及其紧密联系人（定义见上市规则）在公司已发行股本总额中的合计（直接及间接）不应导致持有公司证券股本的公众人士（根据《上市规则》的规定及(如适用)联交所的豁免，包括但不限于《上市规则》第 8.08 条（被修订并由第 19A.13A 条取代））低于《上市规则》第 8.08 条（被修订并由第 19A.13A 条取代）所规定的百分比或联交所可能批准并适用于公司的其他百分比。投资者同意，如果注意到上述任何情况，将书面通知公司、联席保荐人和整体协调人。

5.4 投资者同意，投资者持有公司股本为以自营投资为基础，并同意经公司、联席保荐人及/或整体协调人提出合理要求后向公司、联席保荐人及整体协调人提供合理证明，表明投资者持有公司股本是以自营投资为基础。投资者不得，且应促使其控股股东、联系人及其各自实益拥有人不得在全球发售中通过簿记建档程序提出 H 股（投资者股份除外）申请或买卖指示或在香港公开发售中提出 H 股申请。

5.5 投资者及其附属公司、董事、监事、高级管理人员、雇员或代理不得与公司、公司的控股股东、任何其他集团成员或其各自附属公司、董事、监事、高级管理人员、雇员或代理签订不符合或违反上市规则（包括上市指南第 4.15 章或由香港监管机构颁布的书面指引）的任何安排或协议（包括但不限于任何补充条款）。

6. 确认、声明、承诺和保证

6.1 投资者向公司、联席保荐人及整体协调人声明、承诺、保证、承认、同意和确认：

(a) 公司、各联席保荐人及各整体协调人分别及其各自的附属公司、董事、监事（如适用）、高级管理人员、雇员、代理、顾问、联系人、合伙人及代表未作出任何声明、保证或者承诺或担保，全球发售将（于任何特定期间内）进行或完成或发售价将在公开文件规定的指示性范围内，并且倘若全球发售因任何原因延迟、未能进行或完成，或若发售价不在公开文件规定的指标范围内，上述人士概不对投资者承担任何形式的责任。；

(b) 公开文件和全球发售的其他销售和路演材料须披露本协议及投资者背景资料以及本协议项下拟进行的双方之间关系和安排，而公开文件和有关其他销售和路演材料和公告将提述投资者，针对全球发售或在其他情况下根据公司（清盘及杂项条文）条例和上市规则，本协议将尤其作为一份重大合约，并须送交香港监管机构存档并提供展示；

- (c) 根据上市规则须向联交所提交或须在 FINI 上提交的有关投资者的资料将按需要与本公司、联交所、证监会及该等其他监管机构分享，并将纳入综合承配人名单并在 FINI 上向整体协调人披露；
- (d) 发售价将仅根据全球发售的条款和条件予以确定，且投资者将无权对此提出任何反对；
- (e) 投资者股份将由投资者通过整体协调人及/或其各自的联属公司以国际发售的国际承销商的国际代表的身份认购；
- (f) 投资者将接受受限于公司章程或公司其他组织或章程文件及本协议的条款及条件的投资者股份；
- (g) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；
- (h) 投资者股份的数量可能会受到上市规则第 18 项应用指引、上市指南第 4.14 章、上市规则附录 F1 所载配售指南的要求或联交所不时批准且适用于公司的其他该等比例的影响而在国际配售和香港公开发售之间重新分配；
- (i) 在本协议签订时或其前后或在此后但在国际发售交割前的任何时候，公司、联席保荐人及/或整体协调人与一名或多名其他投资者已订立或可能及/或建议订立类似的投资协议，作为国际发售的一部分；
- (j) 投资者股份尚未且不会根据证券法或美国任何州或其他司法管辖区的证券法规予以登记且不得被发售、转售、质押或以其他方式在美国直接或间接向美国人士或以任何美国人士之名义或为其利益转让，除非根据有效的登记声明或豁免于证券法登记要求或交易无需遵守证券法登记要求，也不得在任何其他司法管辖区进行转让，除非获得该等其他司法管辖区的适用法律许可；
- (k) 若投资者依赖于 144A 规则认购投资者股份，投资者股份将构成 144 规则含义所指的“受限制证券”；
- (l) 投资者理解并同意投资者股份仅可 (A) 根据 144 规则或根据证券法项下其他适用的豁免要求在美国境内进行转让；或 (B) 在“离岸交易”（定义见 S 条例）中在美国境外按照 S 条例以及在各情况下根据美国任何州及任何其他司法管辖区的适用证券法进行转让，任何代表投资者股份的任何股票须附有大致包含上述意思的说明；
- (m) 投资者理解，公司、联席保荐人、整体协调人或任何国际发售的国际承销商，针对证券法 144A 规则或证券法项下的任何其他豁免规定是否适用于其后再发售、转售、抵押或转让投资者股份，概无发表任何声明；
- (n) 除第 5.2 条规定外，在附属公司持有任何投资者股份的情况下，只要该附属公司在禁售期内持续持有任何投资者股份，则投资者需要促使该附属公司保持投资者的全资附属公司的身份并继续坚持遵守本协议项下条款及条件；
- (o) 投资者已收到（及日后可能收到）的资料可能构成有关投资者投资（或持有）投资者股份的重大非公开信息及/或内幕消息（如证券及期货条例

所界定），且其将 (i) 除了出于评价其于投资者股份之投资的惟一目的或据法律要求而基于严格须知的标准向其附属公司、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收者**”）之外，其不会向其他人披露该等信息，直至这些信息成为公开信息（非因投资者或其任何授权接收者过错的情况下）；(ii) 且投资者尽其最大努力确保其授权接收者（根据本 6.1(o)条向其披露该等信息的人），除却基于严格须知的标准向其他授权接收者披露以外，不会向其他任何人披露该等信息；及 (iii) 不会且将确保其授权接收者（根据本 6.1(o)条向其披露该等信息的人）不会，以可能违反有关该交易的美国、香港、中国或者任何其他适用司法管辖区证券法（包括内幕交易规定）的方式直接或者间接购买、销售或交易或以其他方式买卖公司或其附属公司或联系人的 H 股或者其他证券或衍生品；

- (p) 本协议、招股章程初稿及初步发售通函初稿所载的以保密方式提供予投资者及/或其代表的信息以及可能已经以保密方式提供予投资者及/或其代表的任何其他材料（无论口头或书面）不得复制、披露、发送或传播给任何其他人，且据此提供的信息和材料可能会变动、更新、修订及完成，且投资者不应依赖该等材料确定是否投资投资者股份。为避免疑义：
- (i) 招股章程初稿、初步发售通函初稿或可能已提供予投资者及/或其代表的任何其他资料，在禁止该等要约、招揽或销售的司法管辖区内，均不构成收购、购买或者认购任何证券的邀请或要约或招揽，以及招股章程初稿或初步发售通函初稿所载任何内容或提供予投资者及/或其代表的任何其他材料（无论口头或书面）均不构成任何性质合约或承诺的基础；
 - (ii) 不得基于初步发售通函初稿或招股章程初稿或可能已提供予投资者及/或其代表的任何其他材料（无论口头或书面）作出或接收有关认购、收购或购买任何 H 股或其他证券的要约或邀请；及
 - (iii) 初步发售通函初稿或招股章程初稿或任何其他可能已提供（无论以书面或口头方式）给投资者的任何其他资料，可能须在订立本协议后进一步修订，且投资者不应依赖该等资料决定是否投资投资者股份，且投资者在此同意该等修订（如有）并放弃其有关修订（如有）的权利；
- (q) 本协议共同或分别均不构成在美国或者任何其他认定该等要约为非法的司法管辖区作出的证券销售的要约；
- (r) 其已获提供其认为评估认购投资者股份利益和风险的所有必要或需要的资料，并且已获得提问机会并得到了公司、联席保荐人或整体协调人关于公司、投资者股份或其认为评估认购投资者股份利益和风险的所有必要或需要的其他有关事项的答复，而且公司已向投资者或其代理提供了投资者或其代表要求的、与投资投资者股份有关的所有文件和信息；
- (s) 在作出投资决策时，投资者依赖于及仅将依赖公司发出的国际发售通函所提供的信息，而非依赖公司或代表公司、联席保荐人及/或整体协调人（包括其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人和附属公司）在本协议日期当日或之前向投资者提供的

任何其他信息，并且公司、联席保荐人、整体协调人和其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及附属公司对未包含在国际发售通函中任何该等信息或资料的准确性或完整性概不作出任何声明、保证或承诺，公司、联席保荐人、整体协调人和其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及附属公司概不对投资者或其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及附属公司承担任何责任；

- (t) 任何联席保荐人、整体协调人、资本市场中介、其它全球发售的承销商及其各自的董事、监事、高级管理人员、雇员、附属公司、代理、联系人、附属公司、代表、合伙人及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其集团成员业务、经营、前景、财务或其他方面的状况，或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；且除最终国际发售通函规定者外，公司及其董事、监事、高级管理人员、员工、附属公司、代理、联系人、附属公司、代表及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其集团成员业务、经营、前景、财务或其他方面的状况或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；
- (u) 如投资者为或（直接或间接）将为相关股份实益拥有人或公司招股章程显示投资者为相关股份实益拥有人，其在（直接或间接）处置该任何相关股份时，将遵守本协议、上市规则或任何适用法律项下不时适用的所有限制（如有）；
- (v) 其已就公司、集团及投资者股份及本协议中的投资者股份认购条款自行作出调查，并就有关投资者股份的投资及其对投资者的合适性取得其认为必要或适当或其他满足其自身（包括税务、监管、财务、会计、法律、货币和其他方面）考量的（包括税务、监管、财务、会计、法律、货币和其他方面）独立意见，并尚未依赖且将无权依赖就全球发售而由或代表公司或任何联席保荐人、整体协调人、资本市场中介或承销商获得或进行（视情况而定）的任何（包括税务、监管、财务、会计、法律、货币和其他方面的）意见、尽职调查审查或调查或其他建议或支持，并且公司、联席保荐人、整体协调人或其各自的联系人、附属公司、董事、监事、高级管理人员、雇员、顾问或代表，或全球发售涉及的任何其他方，对投资者股份认购的或关于投资者股份买卖的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果，概不承担任何责任；
- (w) 投资者理解目前就投资者股份并无公开市场存在且公司、联席保荐人、整体协调人或全球发售涉及的任何其他方不保证将会有投资者股份的公开或活跃市场存在；
- (x) 若全球发售延迟或终止或因任何原因未能完成，公司、联席保荐人、整体协调人或者其各自的任何联系人、附属公司、董事、监事、高级管理人员、雇员、顾问、代理或代表对投资者或其附属公司概不存在任何责任；

- (y) 公司及整体协调人将有绝对酌情权改变或调整：(i) 全球发售下发行的 H 股数量；及 (ii) 香港公开发售及国际发售各自的 H 股数量；
- (z) 投资者已同意，于上市日期上午 8:00（香港时间）之前支付总投资额及相关佣金和征费；
- (aa) 公司及整体协调人可以全权及绝对的权力酌情决定调整投资者 H 股数目的分配，以符合上市规则第 8.08(3)条（该条订明，于上市日期公众持股中最多 50%可由前三大公众股东实益拥有），(ii) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）或联交所另行豁免的公众持股量规定，(iii) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求，及/或 (iv) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例；
- (bb) 除本协议外，投资者及与本公司、本公司任何股东、联席保荐人及/或整体协调人（另一方）之间概无就全球发售订立任何其他协议；
- (cc) 投资者未基于如下原因收购投资者股份，且投资者或任何其联属公司或任何代其行事之人未曾且将来亦不会就投资者股份从事 (i) 任何定向销售活动（定义见 S 条例），或 (ii) 任何关于投资者股份的一般招揽或一般广告（定义见证券法 D 条例 502(c)规则）；
- (dd) 任何股份相关的交易须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律下关于 H 股买卖的限制；及
- (ee) 公司将不会承认任何非按照本协议限制就相关股份进行的发售、出售、质押或其它转让；

6.2 投资者进一步向公司、联席保荐人及整体协调人作出以下声明、保证和承诺：

- (a) 其已根据其注册成立地的法律合法注册成立，并有效存在且并无清算或清盘之申请、命令或生效的决议；
- (b) 其具备接收及使用本协议下的信息（包括但不限于本协议、招股章程草稿及初步发售通函草稿）的资格，并且不会违反适用于该等投资者的法律或被要求于投资者所在的司法辖区注册或持有牌照；
- (c) 其具备拥有、使用、租赁及经营其资产并开展其当前所开展的业务的合法权利及授权；
- (d) 其拥有签署和交付本协议，订立和执行本协议规定的交易并履行本协议项下的义务要求的全部权力、授权和能力，并已采取一切行动（包括获得所有任何政府和监管机构或第三方的必要同意、批准和授权）；
- (e) 本协议已经由投资者正式授权、执行和交付，并构成根据本协议条款可对投资者强制执行的合法、有效和具有约束力的义务；
- (f) 其已采取，及在本协议期间将采取所有必要行动，履行其在本协议项下的义务并使本协议和本协议拟进行的交易生效，并遵守所有相关法律；
- (g) 根据适用于投资者的任何相关法律以及投资者在本协议项下认购投资者股份方面需要获得的所有同意、批准、授权、许可和注册（“批准”）均

已获得且具有完全效力且所有批准尚未被无效化、收回、撤回或搁置且所有批准均不受任何未满足或履行的先决条件约束；截至本协议签署之日，所有批准尚未被无效化、收回、撤回或搁置，投资者也不知悉任何可能导致批准被无效化、收回、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果任何批准因任何原因被无效化、收回、撤回或搁置或不再完全有效，将立即书面通知公司、联席保荐人及整体协调人；

- (h) 投资者签署及交付本协议、投资者履行本协议及投资者股份的认购不会违反或导致投资者违反：(i) 投资者的公司组织章程大纲及其细则或其他组织或章程文件或 (ii) 投资者就本协议拟进行的交易须遵守的任何司法管辖区的法律或就认购投资者股份在其他情况下可能对投资者适用的法律或 (iii) 对投资者具有约束力的任何协议或其他文件或 (iv) 对该投资者有管辖权的任何政府机构的判决、命令或判令；
- (i) 其已遵守且将遵守所有与认购投资者股份有关的具有管辖权地区的所有适用法律，包括直接或间接通过公司、联席保荐人及/或整体协调人，按联交所、深交所、证监会、中国证监会及/或其他政府、公共、货币或监管机构或部门和证券交易所（统称“**监管机构**”）的要求及时间范围内，向该等监管机构提供信息或促成或促使提供适用法律或该等监管机构不时要求的信息并接受且同意披露该等信息（包括但不限于，(i) 投资者及其最终实益拥有人及/或最终负责提供有关投资者股份认购指示的人士的身份信息（包括但不限于其各自的名称和注册地点）； (ii) 本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份数量、总投资额以及本协议项下的禁售限制）； (iii) 涉及投资者股份的任何掉期安排或其他金融或投资产品及其详细信息（包括但不限于认购者及其最终受益所有人以及该掉期安排或其他金融或投资产品的提供者的身份信息）； 及/或(iv) 投资者或其实益拥有人和联系人与公司及其任何股东之间的任何关联关系（统称为“**投资者相关信息**”）。投资者进一步授权公司、联席保荐人、整体协调人或其各自联属公司、董事、高级管理人员、员工、顾问及代表按监管机构的要求向监管机构披露投资者相关信息及/或按上市规则或适用法律要求或按任何相关监管机构要求在任何公开文件或其他公告或文件中进行披露；
- (j) 投资者各自在金融和业务方面拥有下列相关知识和经验：(i) 其能够评估对投资者股份的潜在投资的利益和风险；(ii) 其能够承担该投资的经济风险，包括其对投资者股份投资造成的全盘损失；(iii) 其已收到其认为对决定是否投资投资者股份而言必要或适当的全部资料；及 (iv) 其在投资类似发展阶段的公司的证券交易方面拥有丰富经验；
- (k) 其正常业务为购买或销售股份或公司债券或其为一名专业投资者。签订本协议，其就协议包含的交易而言，并非任何联席保荐人、整体协调人、资本市场中介或其他承销商的客户；
- (l) 投资者基于专有投资以其自己名义认购投资者股份，作投资目的，而非旨在分派由其根据本协议认购的任何投资者股份，该投资者无权提名任何人成为公司的董事、监事或高级管理人员；

- (m) (i) 若在美国境内认购投资者股份，则其为合格机构买家；或 (ii) 若在美国境外认购投资者股份，则其属在 S 条例所定义的“离岸交易”中购买投资者股份，且其并非美国人士；
- (n) 投资者认购投资者股份的交易根据证券法豁免或无须遵守注册要求；
- (o) 投资者及其的实益拥有人及/或联系人 (i) 为独立于公司的第三方；及 (ii) 非为公司的关连人士（定义见上市规则）或其联系人，且投资者认购投资者股份不会导致投资者及/或其的实益拥有人成为公司的一名关连人士（定义见上市规则），无论投资者与可能签订（或已签订）本协议所述的任何其他协议的任何其他方之间有任何关系，并紧随交割后就公司控制权将独立于任何关连人士并不与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 有足够的财务能力满足本协议项下的所有义务；(iv) 未直接或间接接受(a)公司的任何核心关连人士（定义见上市规则）或(b)公司、公司的任何董事、最高行政人员、控股股东、主要股东或现有股东或公司的任何附属公司，或其各自的任何紧密联系人（定义见上市规则）的资助、资金或支持，其就公司证券的收购、出售、投票或任何其他处置并非惯常接受且并未接受彼等人士的指示；及(v)除非已向公司、联席保荐人及整体协调人另行书面披露，否则与公司或其任何股东不存在关联关系；
- (p) 投资者将使用自有资金认购投资者股份，并且其尚未且不打算获得贷款或其他形式的融资来履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人均非任何全球发售的联席保荐人、整体协调人、簿记管理人、牵头经办人、资本市场中介、全球发售的承销商、牵头经纪或任何分销商的“关连客户”。“关连客户”、“牵头经纪”和“分销商”均具有上市规则附录 F1（股本证券的配售指引）所赋予的含义；
- (r) 投资者账户并非由相关交易所参与者（定义见上市规则）按照全权委托管理投资组合协议管理。“全权委托管理投资组合”一词应具有上市规则附录 F1（股本证券的配售指引）所赋予的含义；
- (s) 投资者、的实益拥有人或其各自的联系人均非公司董事（包括过去 12 个月内担任董事）、监事或公司现有股东或其联系人或上述任何人士的提名人；
- (t) 除先前书面通知联席保荐人、整体协调人外，投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单模板中所载或须在 FINI 界面或按上市规则有关承配人的信息的要求所须披露之的任何承配人类别（“基石投资者”除外）；或 (b) 根据上市规则（包括上市规则第 12.08A 条）须在公司的配发结果公告中注明的任何承配人类别；
- (u) 投资者尚未与且将不会与任何“分销商”（定义见 S 条例）就分销 H 股订立任何合约安排，除非与其联属公司订立合约，或事先获得公司书面同意；
- (v) 投资者股份的认购将遵守上市规则附录 F1（股本证券的配售指引）及上市指南第 4.15 章；

- (w) 投资者或其任何联属公司、董事、监事、高级管理人员、雇员、代理或代表，均未通过补充条款或其他方式接受公司、公司的控股股东、任何集团成员或其各自的联属公司、董事、监事、高级管理人员、雇员、代理或代表在全球发售中提供的任何直接或间接利益或者签订关于上述事项的任何协议或安排，或者以其他方式从事不符合或违反上市指南第4.15章的任何行为或活动；
- (x) 投资者、其实益拥有人及/或联系人均不可使用由公司、其附属公司或公司的关连人士、任何一位联席保荐人、整体协调人，或由全球发售的任何一位承销商或资本市场中介（直接或间接）进行的融资认购本协议项下的投资者股份；投资者及其各个联系人（如有）独立于且与已参与或将参与全球发售的其他投资者及其任何联系人均无关联；
- (y) 除本协议规定的情况外，投资者尚未与任何政府机构或任何第三方就任何投资者股份达成任何安排、协议或承诺；
- (z) 除之前以书面形式向公司、联席保荐人及整体协调人披露的情况外，投资者、其实益拥有人及/或联系人尚未达成也不会达成任何掉期安排或其他涉及投资者股份的金融或投资产品；
- (aa) 除根据本协议外，投资者或其任何控股股东、联系人及其各自的实益所有人均未就全球发售项下的任何 H 股提出申请或通过累计投标询价程序下订单；及
- (bb) 投资者及其紧密联系人（定义见上市规则）于公司全部已发行股本中持有的总持股量（直接或间接）不得导致公众人士（定义见上市规则）持有公司的总证券量低于上市规则要求的比例或联交所批准的其他比例。

6.3 投资者向公司、联席保荐人及整体协调人声明与保证，附表二所载有关其自身及其作为一家成员公司的集团公司的说明及所有向监管机构及/或公司、联席保荐人、整体协调人及其各自的联属人提供或按前述人士要求提供的投资者相关信息在所有方面均属真实、完整、准确并不存在误导。在不影响第6.1(b)条规定的情况下，投资者不可撤销地同意将其名称和本协议（包括附表二所载）的全部或部分说明提及并载入全球发售的公开文件、销售及路演材料，及（只要公司、联席保荐人及整体协调人全权认为需要）由公司、联席保荐人及/或整体协调人可能发布或代表其发布的该类其他公告或公示文件。投资者承诺尽快提供与其本身、其所有权（包括最终实益所有权）及/或公司、联席保荐人及/或整体协调人可能合理要求的有关的其他资料及/或证明文件，以确保其遵守适用法律及/或公司或证券登记及/或主管的监管机构（包括联交所、证监会和中国证监会）的要求。

6.4 投资者在此同意，在审查公开文件初稿及不时提供给投资者的关于全球发售的其他销售材料中对其自身及其作为一家成员公司的集团公司的说明，并根据投资者合理要求（如有）加以修改之后，投资者应被视为保证对其自身与其作为一家成员公司的公司集团的相关说明在所有方面均属真实、准确、完整且不存在误导，并同意，如果其中的任何保证、承诺、陈述或确认不再准确和完整，或在任何方面产生误导，将立即以书面形式通知公司、联席保荐人及整体协调人。

- 6.5 投资者理解，第6.1 和6.2 条中的保证、承诺、声明、同意、确认及承认应根据（其中包括）香港法律及美国证券法的要求作出。投资者确认，公司、联席保荐人、整体协调人、其他全球发售承销商及其各自的附属公司、代理、联属公司和顾问、以及其他人士将依赖第6.1 和6.2 条所载的投资者保证、承诺、声明、同意、确认及承认的真实性、完整性和准确性，且其同意，若第6.1 和6.2 条中的任何保证、承诺、声明、同意、确认及承认在任何方面不再准确或完整或存在误导，将立即书面通知公司、联席保荐人及整体协调人。
- 6.6 对于可能以任何方式对任何受偿方提出或提起的与投资者股份认购及其项下的交易、投资者股份或本协议有关的（包括由投资者或其各自的高级管理人员、董事、监事、雇员、员工、联属公司、代理、代表、联系人或合伙人违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌的作为或不作为）任何及全部损失、成本、费用、申索、行动、责任、法律程序或损害赔偿以及受偿方可能就因前述各项提起的或由前述各项引起的与之有关的任何申索、行动或法律程序或在该等申索、行动或法律程序的争议或抗辩中蒙受或招致的任何及所有成本、费用、损失或开支，投资者同意并承诺投资者将按要求向公司、联席保荐人、整体协调人、及其他全球发售的承销商，各自为其自身以及受托为其各自的联属公司，任何在证券法意义上对其有控制权的人，及其各自的高级管理人员、董事、监事、雇员、员工、联系人、合伙人、代理和代表（合称为“**受偿方**”）作出全额及有效的补偿，并保证他们不承担任何责任（按照税后标准）。在所有情况下，本第6.6 条在本协议终止后继续有效。
- 6.7 投资者根据第6.1 条、第6.2 条、第6.3 条、第6.4 条、第6.5 条及第6.6 条（视乎情况而定）作出的各项承认、确认、声明、保证和承诺应被理解为单独的承认、确认、声明、保证或承诺，且应被视为于上市日期以及如适用，延迟交付日重复作出，并在本协议签署和履行后以及全球发售交割后继续有效。
- 6.8 公司声明、保证并承诺：
- (a) 公司是按照其中国法律正式成立和有效存续的企业；
 - (b) 公司拥有充分权力、授权和能力订立本协议和履行其于本协议项下的义务，并已采取所需的一切行动；
 - (c) 受限于第4.2 条规定的全额付款及第5.1 条规定的禁止期限，当投资者股份根据第4.4 条交付予投资者时应为全额缴足股款、自由转让并不设有任何购股权、留置、押记、按揭、抵押、申索、衡平权益、产权负担和其他第三方权利，并与当时发行和将于联交所上市的 H 股享有同等权益；
 - (d) 公司及其控股股东（定义见上市规则）、集团任何成员公司及其各自的联属公司、董事、监事、高级管理人员、雇员和代理并无与投资者或其联属公司、董事、监事、高级管理人员、雇员或代理订立任何协议或安排（包括任何不符合上市规则（包括上市指南第 4.15 章）的补充条款）；及
 - (e) 除本协议规定外，公司或集团任何成员公司或其各自的任何联属公司、董事、监事、高级管理人员、雇员或代理均未就任何投资者股份与任何政府机构或任何第三方达成任何安排、协议或承诺。

6.9 公司承认、确认并同意，投资者将依赖国际发售通函所载资料，且投资者与在国际发售中购买 H 股的其他投资者就国际发售通函享有相同的权利。

7. 终止

7.1 本协议可在下列情况下终止：

- (a) 根据第3.2条或4.6条或4.7条终止本协议；
- (b) 如投资者或投资者之全资附属公司(如投资者股份已根据上述第5.2条转让)在国际发售交割之日或，如适用，延迟交付日当日或之前严重违反本协议（包括严重违反投资者在本协议项下的声明、保证、承诺和确认），（尽管有任何与本协议相反的规定），仅公司或各联席保荐人及整体协调人可终止本协议；或
- (c) 经所有各方书面同意终止本协议。

7.2 如本协议按照第7.1条终止，各方无义务继续履行其各自在本协议项下的义务（下文第8.1条规定的保密义务除外），在不影响在该终止时或之前任何一方就本协议条款已对其他方产生的权利或责任的情况下，各方在本协议项下的权利和责任（第6.6条及第11条规定的权利和责任除外）应终止，任何一方不得向任何其他各方提出任何申索。

7.3 尽管本协议终止，第6.6条、投资者提供的赔偿，以及第8.1条、第10条、第11条及第12条仍然有效。

8. 公布和保密

8.1 除本协议及投资者签订的保密承诺另有规定外，未经其他各方事先书面同意，任何一方不得披露与本协议、本协议拟进行的交易或涉及公司、联席保荐人、整体协调人和投资者的任何其他安排有关的资料。但是，尽管有上述规定，任何一方可在下列情况下就本协议作出披露：

- (a) 本协议可向联交所、证监会、中国证监会及/或对公司、联席保荐人及/或整体协调人有监管权的任何其他监管机构披露，投资者背景以及公司和投资者之间的关系可在公司将发出或代表其发出的公开文件以及公司、联席保荐人及/或整体协调人就全球发售将发出或代表其发出的销售、路演材料及其他公告中说明；
- (b) 本协议可向各方的法律和财务顾问、审计师、其它顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理披露，但仅限于上述人员需要知道的范围内，但该方应 (i) 促使该方的该等法律、财务及其他顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理均获悉并遵守本协议所载的所有保密义务，及 (ii) 就该方的该等法律、财务及其他顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理违反保密义务而承担责任；及
- (c) 任何一方按任何适用法律、对该方有管辖权的任何政府机构或组织（包括联交所、证监会及中国证监会）、证券交易所规则（包括根据公司（清盘及杂项条文）条例和上市规则将本协议作为重大合约送交香港公司注册处登记并提供本协议作为展示文件）或任何主管政府机构的任何具有约束力的判决、命令或要求的规定可以其他方式作出披露。

- 8.2 投资者不得就本协议或任何本协议相关事宜作出其他提及或披露，除非投资者已就该等披露的原则、形式及内容事先征求公司、联席保荐人及整体协调人的事先书面同意。
- 8.3 公司应尽合理努力于发布前提供任何在公开文件中有关本协议、公司和投资者之间的关系和关于投资者的基本背景资料，供投资者审阅。投资者均应配合公司、联席保荐人及整体协调人，以确保该等公开文件提及的内容系属真实、完整、准确且不存在误导，且没有在公开文件中省略重要信息，并及时向公司、联席保荐人及整体协调人及其各自的律师提出意见并提供验证文件。
- 8.4 投资者承诺，就第8.1条所述任何披露的准备，及时提供合理所需的全部协助（包括提供公司、联席保荐人或整体协调人合理要求的与其本身、其所有权（包括最终实益所有权及与公司的关系）、及/或在其他方面与本协议提及事项相关的进一步信息及/或支持文件），以 (i) 在本协议日期后更新公开文件中的有关投资者的描述并验证该等提及内容，并 (ii) 使公司、联席保荐人及/或整体协调人遵守适用的公司或证券登记规定及/或主管监管机构（包括联交所、证监会、中国证监会）提出的要求。

9. 通知

- 9.1 所有本协议项下的通知均应以英文或中文书面形式作出，并以第0条规定的方式送达至以下地址：

若送达公司：

地址： 中国湖南省长沙市雨花区运达中央广场 B 座 11 楼
邮件： tanghuateng@cnggrgf.com.cn
收件人： 唐华腾

若送达投资者：

地址： 江苏省常州市金坛大道 1 号
邮件： chao.zhao@calb-tech.com
收件人： 赵超

若送达摩根士丹利：

地址： 香港九龙柯士甸道西 1 号环球贸易广场 46 楼
邮件： pj_matrix_core@morganstanley.com
收件人： Project MatriX

若送达华泰：

地址： 香港皇后大道中 99 号中环中心 62 楼
邮件： projectmatrix@htsc.com
收件人： Project MatriX team

若送达中金：

地址： 香港中环港景街 1 号 国际金融中心一期 29 楼

邮件: ib_project_matrix@cicc.com.cn

收件人: 曾智聪

若送达农银国际:

地址: 香港干诺道中 50 号中国农业银行大厦 11 楼

邮件: abcic.ecm@abci.com.hk

收件人: ABCI ECM

- 9.2 本协议项下的任何通知均应由专人送递或电子邮件或以传真（如适用）或邮寄（预付邮资）形式发送。任何通知通过专人送递的，视为在交付时送达；以传真形式发送的，视为在收到传送确认书时送达；以电子邮件发送，则在发送时间之后立即发送（按照发件人发送电子邮件的设备上记录的时间，无论电子邮件是否已确认，除非发件人收到电子邮件未送达的自动消息），以预付邮资邮寄方式寄送的，在无证据表明提早收到时，视为在寄出后 48 小时（若为航空邮寄则寄出后六天）送达。任何通知在非营业日送达的应视为在该日期之后的下一个营业日送达。

10. 一般条款

- 10.1 各方均确认并声明，本协议已由其正式授权、签署并交付，并构成其合法、有效且具有约束力的义务，并按照协议条款具有强制执行力。除公司就实施全球发售可能要求的有关同意、批准和授权外，各方在履行各自在本协议项下的义务时均无需取得其公司、股东或其他同意、批准或授权。各方均进一步确认其能够履行本协议项下的责任。
- 10.2 除明显错误，公司、联席保荐人及整体协调人真诚地就投资者股份数目和发售价所作的计算和确定，就本协议而言，应为有决定性和约束力。
- 10.3 本协议规定的联席保荐人及整体协调人的责任为个别的（而非共同，或共同连带）责任。联席保荐人或整体协调人均不因任何其他联席保荐人或整体协调人未履行其在本协议项下的各自责任而承担法律责任，且该等未履行不应影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人及整体协调人应有权单独或其他联席保荐人及整体协调人共同强制执行其在本协议项下任何或全部权利。
- 10.4 就本协议及本协议项下的交易而言或与本协议有关的需要或可能需要向第三方发出的任何通知或第三方的任何同意及/或批准等方面，投资者、公司、联席保荐人及整体协调人应予以配合。
- 10.5 本协议任何变更或修改在以书面形式作出并经所有各方或其代表签字后方可生效。为避免疑义，对本协议的任何变更或修改均无需事先通知非本协议一方的任何人或获得其同意。
- 10.6 本协议将仅以中文签署。
- 10.7 除相关各方书面同意的情况外，各方应承担各自在本协议项下产生的法律和专业费用、成本或开支，但本协议项下拟进行交易所产生的印花税应由有关的转让方/卖方以及相应的受让方/买方按相同份额承担。

- 10.8 时间是本协议的关键，但本协议中提及的任何时间、日期或期限均可通过各方之间共同的书面协议予以延长。
- 10.9 即使按照第4条完成交割，本协议所有条款在能够获履行或遵守的情况下应持续拥有完全效力和作用，但有关当时已履行的事项除外，且除非该等条款经各方书面同意终止。
- 10.10 除投资者作出的保密承诺外，本协议构成各方之间与投资者投资公司相关的完整协议和谅解备忘录。本协议将取代各方此前达成的与协议标的相关所有书面或口头承诺、保证、担保、声明、通讯、谅解备忘录和协议。
- 10.11 在本第10.11条中另有规定的范围内，任何非本协议一方的人无权享有任何根据合约（第三者权利）条例强制执行本协议任何条款的权利，但这不影响第三方在合约（第三者权利）条例外存在或可获得的权利或救济：
- (a) 受偿方可如同本协议一方以相同的程度强制执行和依赖第6.6条。
 - (b) 本协议的终止、撤销及本协议任何条款的修改、变更或放弃无需第11.11(a)条所述之人的同意。
- 10.12 各联席保荐人及整体协调人均有权且在此获授权按其认为适当的方式和条件（无论是否完成正式手续，也无需按规定就该转授向公司或投资者事先发出通知），将其全部或任何相关权利、义务、权力和自由裁量权转授予其一家或多家联属公司。尽管有任何上述转授，对获转授相关权利、义务、权力及/或自由裁量权的任何联属公司的作为和不作为，该联席保荐人或整体协调人根据本款仍须承担责任。
- 10.13 任何一方延迟或未能（全部或部分）行使或强制执行本协议或法律给予的任何权利均不得视为放弃或豁免权利，也不得以任何方式限制该方进一步行使或强制执行该权利或其他任何权利的能力，且单独或部分行使任何该权利或救济不得排除其他或进一步行使该权利或救济或行使任何其他权利或救济。本协议规定的权利、权力及救济是累积性的，并不排除任何权利、权力和救济（无论是否依据法律或其他规定）。除非以书面形式作出并由放弃方签署，否则任何对向对方追究违约责任的放弃均属无效，也不得暗示有该等放弃。
- 10.14 如任何时候，本协议任何条款在其任何方面，于任何司法管辖区的法律下，属非法、无效或不可强制执行，不应影响或有损：
- (a) 本协议任何其他条款在有关司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条款或任何其他条款在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议仅对各方及其各自的继承人、执行人、管理人、继任者及被许可的受让人具有约束力，且仅为各方及其各自的继承人、执行人、管理人、继任者和被许可受让人的利益而适用，任何其他人均不得根据或凭借本协议取得或拥有任何权利。除内部重组或重整外，任何一方均不得让与或转让本协议中的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。
- 10.16 在不损害其他各方就其蒙受的所有损失和损害向投资者提出申索的所有权利的前提下，倘若投资者在上市日期当日或之前出现任何违反保证的行为，虽有与

本协议相反的规定，公司、联席保荐人及整体协调人有权解除本协议，且各方在本协议项下的所有义务应立即终止。

10.17 每一方均向其他方承诺，其应签署并履行，且促使他方签署并履行本协议条款生效所需的其他文件和行动。

10.18 每一方不可撤销且无条件地同意，可以通过附加电子签名的方式签署本协议，前提是遵守适用法律，并且所使用的方法可靠且适合于传达文件中包含的信息的目的。

11. 管辖法律和管辖权

11.1 本协议及各方之间的关系受香港法律的管辖并据香港法律解释。

11.2 因本协议或其违约、终止或无效产生或与之有关的任何争议、争端或索赔（“**争议**”）均应根据提交仲裁申请之日有效的香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地为香港。应有三名仲裁员，仲裁程序用语为英语。仲裁庭的判定和裁决是终局的，且对各方均具约束力，可在拥有管辖权的任何法院录入并强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

12.1 如果在任何司法管辖区的任何法律程序（包括但不限于仲裁程序）中，投资者已经或可以（基于主权或皇室地位或其他理由）为其自身或其资产、财产或收入主张对以下各项的任何豁免权：诉讼、起诉、程序或其他法律流程（包括但不限于仲裁程序），抵销或反诉，任何法院的司法管辖权，送达程序，任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）的辅助程序或协助执行，或对任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）提供任何救济或强制执行的其他诉讼、起诉或程序，或如果在任何该等程序中可能有归因于其本身或其资产、财产或收入的任何该等豁免（无论是否主张），则各投资者特此不可撤销且无条件地放弃并同意不就该等程序申请或主张任何该等豁免。

13. 对美国特别决议制度的认可

13.1 如果任何属适用主体的全球发售下的承销商成为根据美国特别决议制度进行的法律程序所涉的对象，该承销商对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。

13.2 如果任何属适用主体的全球发售下的承销商或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程

度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。

“《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k)节中对“关联方”规定的含义，并据之解释。

“适用主体”是指以下任何主体：

《美国联邦法规》第 12 篇第 252.82(b)节中定义（且据其解释）的“适用实体”；
《美国联邦法规》第 12 篇第 47.3(b)节中定义（且据其解释）的“适用银行”；或
《美国联邦法规》第 12 篇第 382.2(b)节中定义（且据其解释）的“适用金融服务机构”。

“违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释。

“美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

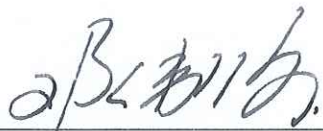
14. 协议副本

14.1 本协议一式多份，由各方签署单独副本。每份副本均视为正本，但所有副本共同构成一份相同的法律文书。通过电子邮件附件（PDF）或者传真方式发送本协议已签署副本的签字页，应视为有效的交付方式。

本协议已由各方合法授权代表于本协议开头所载日期签署，特此证明。

为且代表

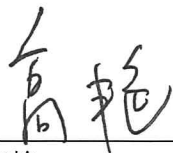
中伟新材料股份有限公司



姓名：邓伟明

职务：执行董事

为且代表
中创新航科技集团股份有限公司

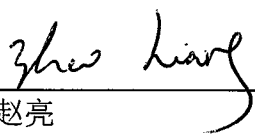
A handwritten signature in black ink, appearing to read '高艳' (Gao Yan), is positioned above a horizontal line.

姓名：高艳

职务：副总经理、财务负责人

为且代表

摩根士丹利亚洲有限公司



姓名：赵亮
职务：董事总经理

为且代表

华泰金融控股（香港）有限公司



姓名：刘玉麒

职务：执行董事

为且代表

中国国际金融香港证券有限公司

A handwritten signature in black ink, appearing to read 'Cui Tong', written over a horizontal line.

姓名：曾智聰

职务：执行总经理

为且代表

农银国际融资有限公司



姓名：卞京

职务：董事总经理

附表一 投资者股份

投资者股份的数量

投资者股份的数量应等于 (1) 等于 20,000,000 美元的港元（按 1 美元兑换 7.7665 港元汇率计算）（包括投资者将就投资者股份支付的佣金及征费）除以 (2) 发售价，四舍五入至最接近的 200 股 H 股整笔交易单位数量。

另外，联席保荐人、整体协调人和公司可以其唯一及绝对酌情权调整投资者股份数目的分配，从而满足上市规则的相关要求，包括但不限于 (i) 上市规则第 8.08(3) 条的要求（该条款规定，于上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%），(ii) 上市规则第 8.08(1) 条（被修订并由第 19A.13A 条取代）规定的最低公众持股量要求或联交所豁免的其他要求，(iii) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求，及/或 (iv) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例。此外，整体协调人和公司可自行决定调整投资者股份数量，以遵守上市规则附录 F1（股权证券的配售指引）。

附表二
投资者详情

投资者

注册地：	中华人民共和国
非香港公司注册证编号：	F30302 -
营业执照号：	91320413MA1MCGA52K
LEI 号码：	/
业务地址、电话号码及联系人：	江苏省常州市金坛区江东大道 1 号 赵超 18118008899
主营业务：	动力电池及储能系统产品的研发、生产及销售
最终控股股东：	/
最终控股股东的注册地：	/
最终控股股东的营业执照号和 LEI 号码：	/
最终控股股东的主营业务：	/
股东及股东持有的权益：	/
投资者说明供载入招股章程：	中创新航科技集团股份有限公司是一家于 2015 年 12 月 8 日在中国注册成立的股份有限公司，其股份于香港联交所上市（股份代号：03931）。中创新航科技集团股份有限公司主要为以动力及储能为代表的新能源全场景应用市场提供完善的产品解决方案和全生命周期管理。
相关投资者类别（联交所的 FINI 承配人名单模板中所载或在 FINI 界面须披露）：	基石投资人

CORNERSTONE INVESTMENT AGREEMENT

November 5, 2025

CNGR ADVANCED MATERIAL CO., LTD.
(中伟新材料股份有限公司)

AND

GUOTAI JUNAN INVESTMENTS (HONG KONG) LIMITED

AND

MORGAN STANLEY ASIA LIMITED

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

AND

CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED

AND

ABCI CAPITAL LIMITED

AND

ICBC INTERNATIONAL SECURITIES LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on November 5, 2025

BETWEEN:

- (1) CNGR Advanced Material Co., Ltd. (中伟新材料股份有限公司), a joint stock company established in the PRC with limited liability, whose registered office is at Cross of No. 2 Avenue and No. 1 Avenue, Dalong Economic Development Zone, Tongren, Guizhou Province, the PRC (the “**Company**”);
- (2) Guotai Junan Investments (Hong Kong) Limited, a company incorporated in Hong Kong whose registered office is at Room 1506-08, 15/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong (the “**Investor**”);
- (3) Morgan Stanley Asia Limited of Level 46, International Commerce Center, 1 Austin Road West, Kowloon, Hong Kong (“**MS**”);
- (4) Huatai Financial Holdings (Hong Kong) Limited of 62/F, The Center, 99 Queen’s Road Central, Hong Kong (“**Huatai**”, together with MS, the “**Joint Sponsors**” and each a “**Joint Sponsor**”);
- (5) China International Capital Corporation Hong Kong Securities Limited of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”);
- (6) ABCI Capital Limited of 11/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong (“**ABCI**”, together with MS, Huatai and CICC, the “**Overall Coordinators**” and each an “**Overall Coordinator**”); and
- (7) ICBC International Securities Limited of 37/F, ICBC Tower, 3 Garden Road, Central, Hong Kong (“**ICBCI**” or “**SCMI**”).

WHEREAS:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 10,422,600 H Shares (as defined below) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 93,802,800 H Shares 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) and in the United States to qualified institutional buyers (“**QIBs**”) as defined in Rule 144A (as defined below) pursuant to Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) MS and Huatai are acting as the joint sponsors of the Global Offering. MS, Huatai, CICC and ABCI are acting as the overall coordinators and capital market intermediaries of the Global Offering. ICBCI is acting as one of the SCMI of the Global Offering.

- (C) The Investor and Guotai Haitong Securities Co., Ltd will enter into a series of cross border delta-one OTC swap transactions (the “**OTC Swaps**”) with each other and with Dongsheng Pulead Technology Industry Co., Ltd. (东圣先行科技产业有限公司) (the “**Ultimate Client**”), pursuant to which 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 Ultimate Client, subject to customary fees and commissions. The OTC Swaps will be fully funded by the Ultimate Client.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

“**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 as required by paragraph 7(1) of the Fees Rules (as defined under the Listing Rules);

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

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

“**Closing**” means closing of the subscription 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 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 of the PRC;

“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 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 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);

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

“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), 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 therein, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

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

“**Group**” means the Company and its subsidiaries;

“**H Shares**” means the overseas listed foreign 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 to be listed on the Stock Exchange;

“**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);

“**Indemnified Parties**” has the meaning given to it in clause 6.6, 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 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 Shenzhen 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) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“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 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;

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

“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, Hong Kong and Macau Special Administrative Region of the PRC and Taiwan;

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

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

“**proprietary investment basis**” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

“**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;

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

“**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);

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

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

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

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

“**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, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute, statutory provision, regulation or rule;
 - (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) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

- (a) the Investor will subscribe for, 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 on the Listing Date or the Delayed Delivery Date, as applicable 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 may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.
- 2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company 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 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 waived by the Company, the Joint Sponsors and the Overall Coordinators) 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) according to the price determination agreement to be signed among the parties;
 - (c) the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares) as well as other applicable waivers and approvals, 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 accurate and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.

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

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

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 the SCMI (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on

the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that, in the opinion of the Company, the Joint Sponsors and the Overall Coordinators, (a) the requirement under Rule 8.08(3) of the Listing Rules (stipulating that no more than 50% of the H Shares in public hands can be beneficially owned by the three largest public shareholders of the Company); (b) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; and/or (d) the minimum allocation to investors in the placing tranche (other than cornerstone investors) under paragraph 3.2 of Practice Note 18 to the Listing Rules, cannot be complied with on the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall have the right to, in their sole and absolute discretion, adjust the allocation of the number of Investor Shares to be subscribed for by the Investor to ensure compliance with the Listing Rules (subject to any such waiver granted by the Stock Exchange).

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the SCMI) by same day value credit at or before 8:00 a.m. (Hong Kong time) no later than one (1) day prior to the Listing Date regardless of the time and manner of the delivery of the Investor Shares 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 SCMI in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor (through the SCMI) in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. Such determination by the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors Shares as specified in clause 4.2.
- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.
- 4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators, the SCMI and the Investor may agree in writing, provided that, delivery of the

Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.

- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its 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 6.6.
- 4.7 None of the Company, the Joint Sponsors, the Overall Coordinators, the SCMI and/or their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Joint Sponsors and the Overall Coordinators and the SCMI 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 Joint Sponsors, the Overall Coordinators and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, epidemic or pandemic (including but not limited to SARS, H5N1, MERS and COVID-19), outbreaks, escalation, mutation or aggravation of diseases, calamity, crisis, public disorder, earthquake, tsunami, volcanic eruption, other natural disasters, outbreak or escalation of hostilities (whether or not war is declared), declaration of a regional, national or international emergency, economic sanctions, political change, paralysis in government operations, interruption or delay or severe disruption in transportation, 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 and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR AND THE ULTIMATE CLIENT

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

defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) except for the OTC Swaps, enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.

- 5.2 The Investor agrees, covenants with and undertakes to the Company, the Joint Sponsors, the Overall Coordinators and the SCMI that the Ultimate Client will remain invested in the relevant OTC Swaps during the Lock-Up Period with substantially the same legal effect as clause 5.1 above.
- 5.3 The Investor hereby confirms to the Company, the Overall Coordinators, the SCMI and the Joint Sponsors that the tenor of the OTC Swaps is equal to or longer than the Lock-up Period.
- 5.4 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors, Overall Coordinators and the SCMI, the aggregate holding (direct and indirect) of (i) the Investor in the total issued share capital of the Company, and (ii) the 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 and, further, that the aggregate holding (direct and indirect) of (i) the Investor in the total issued share capital of the Company, and (ii) Ultimate Client and its 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 (if applicable) waived by the Stock Exchange, including but not limited to Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules) to fall below the required percentage set out in Rule 8.08 (as amended and replaced by Rule 19A.13A) 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, the Overall Coordinators and the SCMI in writing if it comes to its attention of any of the abovementioned situations.
- 5.5 The Investor agrees that the Investor’s holding of the Company’s share capital is not on a proprietary investment basis and the Ultimate Client’s investment in the OTC Swaps are on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors, the SCMI and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors, the SCMI and the Overall Coordinators showing that the 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. 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 Ultimate Client, the Investor’s and Ultimate Client’s 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.
- 5.6 Save for documentation relating to the OTC Swaps and the undertaking to be provided by the Ultimate Client to the Investor in connection with the representations, lock-up undertaking and other obligations of the Investor contemplated under this

Agreement, the Investor, the Ultimate Client and their respective affiliates, directors, supervisors, officers, employees or agents shall not directly or indirectly enter into any arrangement or agreement, including but not limited to, any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including but not limited to Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

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

- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and the SCMI and their respective affiliates, 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;
- (b) this Agreement, the background information of the Investor and the 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 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 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 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 Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor, and the Ultimate Client shall not have any right to raise any objection thereto;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and the SCMI and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;

- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) each of the Investor and the 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;
- (h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide, 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;
- (i) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (k) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (l) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (m) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the “**Authorized Recipients**”) and to the Ultimate Client on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares and/or OTC Swaps or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor, the Ultimate Client or any of their respective Authorized Recipients; (ii) use its best efforts to ensure that its Authorized

Recipients (to whom such information has been disclosed in accordance with this clause 6.1(m)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(m)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the 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, the PRC, Hong Kong or any other applicable jurisdiction relevant to such dealing;

- (n) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor, the 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 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 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 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 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 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 Ultimate Client, 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 Ultimate Client in determining whether to invest in the Investor Shares or OTC Swaps and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

- (o) 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;
- (p) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription of the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators or the SCMI concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription of the Investor Shares or OTC Swaps, and that the Company has made available to the Investor and the Ultimate Client or their respective agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (q) in making its investment decision, each of the Investor and the Ultimate Client has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor and/or the Ultimate Client by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators and/or the SCMI (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators, the SCMI and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators, the SCMI and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or the Ultimate Client or their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (r) none of the Joint Sponsors, the Overall Coordinators, the CMIs, the other underwriters of the Global Offering and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares or OTC Swaps, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor or Ultimate Client as to the merits of the Investor Shares or OTC Swaps, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition,

financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

- (s) each of the Investor and the 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;
- (t) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the CMI or the underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors, officers, employees, advisors 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 or in relation to any dealings in the Investor Shares;
- (u) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors, the Overall Coordinators, the SCMI or any other party involved in the Global Offering has made no assurances that a public or active market will ever exist for the Investor Shares;
- (v) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor, the Ultimate Client or their respective subsidiaries will arise;
- (w) 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; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;
- (x) 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;
- (y) the Company and the Overall Coordinators may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules, which 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, (ii) the minimum

public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange, (iii) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules, and/or (iv) the minimum allocation to investors in the placing tranche (other than cornerstone investors) under paragraph 3.2 of Practice Note 18 to the Listing Rules;

- (z) there are no other agreements in place between the Investor and/or the Ultimate Client on 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 entered into by the Investor leading up to the Investor's subscription of the Investor Shares];
- (aa) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor the Ultimate Client, nor any of their affiliates nor any person acting on its or their behalf has engaged or will engage in (i) any directed selling efforts (within the meaning of Regulation S), or (ii) any general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (bb) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange; and
- (cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares;

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

- (a) it has been duly incorporated and is validly existing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (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) 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 invalidated, revoked, withdrawn or set aside 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 notify the Company, the Joint Sponsors and the Overall Coordinators forthwith in writing if any such 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, the performance by the Investor of this Agreement, and the subscription for the Investor Shares will not contravene or result in a contravention by the Investor or the Ultimate Client of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or the Ultimate Client, respectively or (ii) the Laws of any jurisdiction to which the Investor or the 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 Ultimate Client, respectively, in connection with the Investor’s subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or the Ultimate Client, respectively or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor or the Ultimate Client, respectively;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the Shenzhen 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 Ultimate Client and their respective ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement (including the OTC Swaps) or other

financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor, the 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 as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators, the SCMI or their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (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 Joint Sponsors, the Overall Coordinators, the CMI or other underwriters in connection with the transactions contemplated thereunder;
- (l) the Investor and the Ultimate Client are not entitled to nominate any person to be a director or officer of the Company;
- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” (within the meaning of Regulation S) in reliance on 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) the Investor, the Ultimate Client and their respective beneficial owner(s) and/or associates: (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor, the Ultimate Client and/or their beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and the OTC Swaps and will, immediately after the Closing, 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, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors, the SCMI and the Overall Coordinators in writing;

- (p) the Investor and the Ultimate Clients are not a “connected client” (within the meaning of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules) of one of the Overall Coordinators and the CMIs;
- (q) the investment in the OTC Swaps by the Ultimate Client will be fully funded by the 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;
- (r) neither the Investor, the Ultimate Client, their beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (s) save as previously notified to the Joint Sponsors, the Overall Coordinators and the CMI in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (t) neither the Investor nor the Ultimate Client has entered or will enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;
- (v) neither the Investor, the Ultimate Client nor any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter or otherwise, from the Company, the controlling shareholders of the Company, any member of the Group, or any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Listing Guide;

- (w) none of the Investor, the 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 Joint Sponsors, the SCMI or the Overall Coordinators, or by any one of the underwriters or the CMIs of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (x) except as provided for in this Agreement and the OTC Swaps, the Investor and the Ultimate Client have 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 previously disclosed to the Company, the Joint Sponsors, the SCMI 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;
- (z) none of the Investor, the Ultimate Client or any of their respective controlling shareholder(s), associates and their respective beneficial owners has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement, unless such action is disclosed to the Company, the Joint Sponsors and the Overall Coordinators and is in compliance with the Listing Rules and the guidance set out in Chapter 4.15 of the Guide; and
- (aa) the aggregate holding (direct or indirect) of the Investor and its close associates (having the meaning 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange.

6.3 The Investor (for itself and on behalf of the Ultimate Client) represents and warrants to the Company, the Joint Sponsors, the Overall Coordinators and the SCMI 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, the Overall Coordinators, the SCMI and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor (for itself and on behalf of the Ultimate Client) irrevocably consents to the reference to and inclusion of its name, the name of the 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 Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor (for itself and on behalf of the Ultimate Client) undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), the Ultimate Client, the OTC Swaps, and/or otherwise

relating to the matters which may reasonably be requested by the Company, the Joint Sponsors, the Overall Coordinators and/or the SCMI to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

- 6.4 The Investor (for itself and on behalf of the Ultimate Client) hereby agrees that after reviewing the description in relation to it, the Ultimate Client and the groups of companies of which any of them 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 Ultimate Client and the groups of companies of which any of them is a member is true, accurate and complete in all respects and is not misleading, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and true or becomes misleading in any respect.
- 6.5 The Investor (for itself and on behalf of the Ultimate Client) 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 Joint Sponsors, the Overall Coordinators, the SCMI, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors, the SCMI and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations and acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.6 The Investor (for itself and on behalf of the Ultimate Client) agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators, the SCMI and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares 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 Ultimate Client or their respective officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

- 6.7 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4, 6.5 and 6.6 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.
- 6.8 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 obligation;
 - (c) subject to full payment in accordance with clause 4.2 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 shareholder (as defined in the Listing Rules), 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 Ultimate Client or their respective affiliates, directors, supervisors, 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.
- 6.9 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

7. TERMINATION

- 7.1 This Agreement may be terminated:
- (a) in accordance with clauses 3.2, 4.6 and 4.7;
 - (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (including a material breach of the representations, warranties, undertakings and confirmations by the Investor and/or the Ultimate Client under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or
 - (c) with the written consent of all the Parties.

7.2 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 6.6 set forth above and 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, Clause 6.6, the indemnities given by the Investor, and Clauses 8.1, 10, 11, 12 and **Error! Reference source not found.** shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, the SCMI, 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 Joint Sponsors, the Overall Coordinators and/or the SCMI is subject, and the background of the Investor and the Ultimate Client and the relationship between the Company and the Investor and the 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 to be issued by or on behalf of the Company, the Joint Sponsors, the Overall Coordinators and/or the SCMI in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, 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, 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, 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 the Investor or the Ultimate Client, except where the

Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.

- 8.3 The Company shall use its reasonable endeavours 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 Ultimate Client and the general background information on the Investor and the Ultimate Client prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it and the Ultimate Client in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators 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 Ultimate Client, their ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor and the 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/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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:

If to the Company, to:

Address: 11th Floor, Building B, Yunda Central Plaza, Yuhua District, Changsha, Hunan Province, the PRC

Email: tanghuateng@cngrgf.com.cn

Attention: Tang Huateng

If to the Investor, to:

Address: Room 1506-08, 15/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong

Email: xavierxu@gtht.com

Attention: Xu Kexing

If to MS, to:

Address: Level 46, International Commerce Center, 1 Austin Road West,
Kowloon, Hong Kong
Email: pj_matrix_core@morganstanley.com
Attention: Project MatriX

If to Huatai, to:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong
Email: projectmatrix@htsc.com
Attention: Project MatriX team

If to CICC, to:

Address: 29/F, One International Finance Centre, 1 Harbour View Street,
Central, Hong Kong
Email: ib_project_matrix@cicc.com.cn
Attention: Tsang Chi Chung

If to ABCI, to:

Address: 11/F, Agricultural Bank of China Tower, 50 Connaught Road,
Central, Hong Kong
Email: abci.ecm@abci.com.hk
Attention: ABCI ECM

If to ICBCI, to:

Address: 37/F, ICBC Tower, 3 Garden Road, Central, Hong Kong
Email: project_matrix@icbci.icbc.com.cn
Attention: ECM

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or sent by facsimile (if applicable) or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, 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 Save for manifest error, calculations and determinations made in good faith by the Company, the Joint Sponsors and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.3 The obligations of each of the Joint Sponsors, Overall Coordinators and the SCMI as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators or the SCMI will be liable for any failure on the part of any of other Joint Sponsors or Overall Coordinators or the SCMI to perform their respective obligations under this Agreement and no such failure shall affect the rights of any of other Joint Sponsors or Overall Coordinators or SCMI to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators or the SCMI 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 or the SCMI, to the extent permitted by applicable Laws.
- 10.4 The Investor, the Company, the Joint Sponsors, the Overall Coordinators and the SCMI 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 and the transactions contemplated under 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. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.
- 10.6 This Agreement will be executed in the 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 between 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 6.6 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 Joint Sponsors, Overall Coordinators and the SCMI has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 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 or the Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 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 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

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

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including but without limitation to 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 but without limitation to 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 but without limitation to 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 but without limitation to 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), each of the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1 If any underwriter of the Global Offering that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest

and obligation, were governed by the laws of the United States or a state of the United States.

- 13.2 If any underwriter that is a Covered Entity or a BHC Act Affiliate of such underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

“**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“**Covered Entity**” means any of the following:

- 1) a “**covered entity**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- 2) a “**covered bank**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- 3) a “**covered FSI**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. COUNTERPARTS

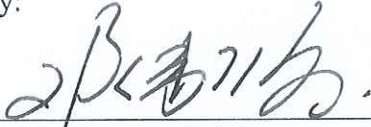
- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by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

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

FOR AND ON BEHALF OF:

CNGR ADVANCED MATERIAL CO., LTD.
(中伟新材料股份有限公司)

By:



Name: Deng Weiming
Title: Executive Director

**FOR AND ON BEHALF OF:
GUOTAI JUNAN INVESTMENTS (HONG KONG) LIMITED**

By:



Name:ZHANG Hao

Title:General Manager

FOR AND ON BEHALF OF:

MORGAN STANLEY ASIA LIMITED

By:

A handwritten signature in black ink, appearing to read "Zhao Liang", is written above a horizontal line.

Name: Robin Zhao

Title: Managing Director

FOR AND ON BEHALF OF:

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

By:

A handwritten signature in black ink, appearing to be '刘玉麒' (Liu Yuqi), written in a cursive style.

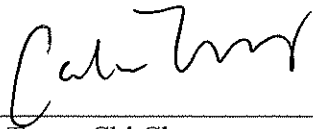
Name: Yuqi Liu

Title: Executive Director

FOR AND ON BEHALF OF:

**CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES
LIMITED**

By:

A handwritten signature in black ink, appearing to read 'C. Chung', is written over a horizontal line.

Name: Tsang Chi Chung
Title: Executive Director

FOR AND ON BEHALF OF:

ABCI CAPITAL LIMITED

By:



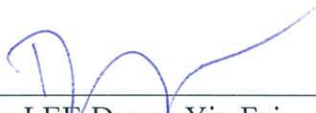
Name: Bryan Bian

Title: Managing Director

FOR AND ON BEHALF OF:

ICBC INTERNATIONAL SECURITIES LIMITED

By:



Name: LEE Danny Yiu Fai
Title: Managing Director

By:



Name: ZHAO Yiqing
Title: Executive 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 15,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed 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).

Further, the Joint Sponsors, the Overall Coordinators 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, (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange, (iii) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules, and/or (iv) the minimum allocation to investors in the placing tranche (other than cornerstone investors) under paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Overall Coordinators 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 THE INVESTOR AND THE ULTIMATE CLIENT

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	0595253
Business registration number:	20876790
LEI number:	254900MRHYM4F24K2195
Business address and telephone number and contact person:	Room 1506-08,15/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong, ZHAO Rang (31831109)
Principal activities:	Trading and investment
Ultimate controlling shareholder:	Guotai Haitong Securities Co., Limited
Place of incorporation of ultimate controlling shareholder:	People's Republic of China
Business registration number and LEI number of ultimate controlling shareholder:	9131000063159284XQ, 300300E1005431000017
Principal activities of ultimate controlling shareholder:	Securities
Shareholder and interests held:	Guotai Junan Financial Holdings Limited, 100%
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

The Ultimate Client

Place of incorporation:	Changping District, Beijing, China
Certificate of incorporation number:	None
Business registration number:	911101147002379579
Business address and telephone number and contact person:	Dongsheng Pioneer Technology Industry Co., Ltd., No. 35 Chuangxin Road, Science and Technology Park, Changping District, Beijing

	13811824235, Wang Yaguang
Principal activities:	Manufacturing lithium-ion batteries
Ultimate controlling shareholder(s):	Gao Li
Place of incorporation of ultimate controlling shareholder(s):	Jinan, Shandong Province, China
Business registration number of ultimate controlling shareholder(s):	372430197005085312
Principal activities of ultimate controlling shareholder(s):	None
Shareholder and interests held:	77.4568%
Description of the Investor and the Ultimate Client for insertion in the Prospectus:	Guotai Junan Investments (Hong Kong) Limited ("GTINV") and Guotai Haitong Securities Co., Ltd ("GTHT") will enter into a series of cross border delta-one over-the-counter ("OTC") swap transactions (the "Dongsheng Pulead Technology OTC Swaps" with each other and with Dongsheng Pulead Technology Industry Co., Ltd. (東聖先行科技產業有限公司) (the "GTHT Ultimate Client (Dongsheng Pulead Technology)"), pursuant to which GTINV will hold the Offer Shares on a non-discretionary basis to hedge the Dongsheng Pulead Technology OTC Swaps while the economic risks and returns of the underlying Offer Shares are passed to the GTHT Ultimate Client (Dongsheng Pulead Technology), subject to customary fees and commissions. The Dongsheng Pulead Technology OTC Swaps will be fully funded by the GTHT Ultimate Client (Dongsheng Pulead Technology). During the terms of the Dongsheng Pulead Technology OTC Swaps, all economic returns of the Offer Shares subscribed by GTINV will be passed to the GTHT Ultimate Client (Dongsheng Pulead Technology) and all economic loss shall be borne by the GTHT Ultimate Client (Dongsheng Pulead Technology) through the Dongsheng Pulead Technology OTC Swaps, and GTINV will not take part in any economic return or bear any economic loss in relation to the Offer Shares. The

Dongsheng Pulead Technology OTC Swaps are linked to the Offer Shares and the GTHT Ultimate Client (Dongsheng Pulead Technology) may, after expiration of the lock-up period beginning from the date of the cornerstone agreement entered into between GTINV and the Company and ending on the date which is six months from the Listing Date, request to early terminate the Dongsheng Pulead Technology OTC Swaps at their own discretions, upon which GTINV may dispose of the Offer Shares and settle the Dongsheng Pulead Technology OTC Swaps in cash in accordance with the terms and conditions of the Dongsheng Pulead Technology OTC Swaps. Despite that GTINV will hold the legal title of the Offer Shares by itself, it will not exercise the voting rights attaching to the relevant Offer Shares during the terms of the Dongsheng Pulead Technology OTC Swaps according to its internal policy. To the best of GTINV's knowledge having made all reasonable inquiries, the GTHT Ultimate Client (Dongsheng Pulead Technology) is an independent third party of GTINV, GTHT and the companies which are members of the same group of GTHT.

Guotai Junan Investments (Hong Kong) Limited is a Hong Kong incorporated company. Its principal business activities are trading and investments. It is indirectly wholly owned by Guotai Haitong Securities Co., Ltd., a leading securities firm in China with its shares dually listed in both Shanghai (SSE: 601211) and Hong Kong (HKEX: 2611).

GTHT Ultimate Client (Dongsheng Pulead Technology) is a limited liability company incorporated in the PRC on December 10, 1999, primarily focusing on the fields of power battery materials for new energy industry. GTHT Ultimate Client (Dongsheng Pulead Technology) is ultimately controlled by Mr. Gao Li (高力) as to 74.325 % through Dongsheng Investment Co., Ltd. (東聖投資有限公司) and as to 3.875% through direct

shareholding. Mr. Gao Li has more than 20 years of experience in investment and he is an Independent Third Party.

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



CORNERSTONE INVESTMENT AGREEMENT

November 5, 2025

CNGR ADVANCED MATERIAL CO., LTD.
(中伟新材料股份有限公司)

AND

NR 1 SP, A SEGREGATED PORTFOLIO OF NORTH ROCK SPC

AND

MORGAN STANLEY ASIA LIMITED

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

AND

CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED

AND

ABCI CAPITAL LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on November 5, 2025

BETWEEN:

- (1) CNGR Advanced Material Co., Ltd. (中伟新材料股份有限公司), a joint stock company established in the PRC with limited liability, whose registered office is at Cross of No. 2 Avenue and No. 1 Avenue, Dalong Economic Development Zone, Tongren, Guizhou Province, the PRC (the “**Company**”);
- (2) NR 1 SP, a segregated portfolio of North Rock SPC, a company incorporated in the Cayman Islands whose registered office is at c/o Maples Corporate Services Limited, Uglan House, P.O. Box 309, George Town KY1 1104, Cayman Islands (the “**Investor**”);
- (3) Morgan Stanley Asia Limited of Level 46, International Commerce Center, 1 Austin Road West, Kowloon, Hong Kong (“**MS**”);
- (4) Huatai Financial Holdings (Hong Kong) Limited of 62/F, The Center, 99 Queen’s Road Central, Hong Kong (“**Huatai**”, together with MS, the “**Joint Sponsors**” and each a “**Joint Sponsor**”);
- (5) China International Capital Corporation Hong Kong Securities Limited of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”); and
- (6) ABCI Capital Limited of 11/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong (“**ABCI**”, together with MS, Huatai and CICC, the “**Overall Coordinators**” and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 10,422,600 H Shares (as defined below) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 93,802,800 H Shares 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) and in the United States to qualified institutional buyers (“**QIBs**”) as defined in Rule 144A (as defined below) pursuant to Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) MS and Huatai are acting as the joint sponsors of the Global Offering. MS, Huatai, CICC and ABCI are acting as the overall coordinators and capital market intermediaries 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.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

“**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 as required by paragraph 7(1) of the Fees Rules (as defined under the Listing Rules);

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

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

“**Closing**” means closing of the subscription 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 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 of the PRC;

“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 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 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);

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

“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), 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 therein, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

- (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 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, 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 Shenzhen Stock Exchange, the SFC and the CSRC);

“**Group**” means the Company and its subsidiaries;

“**H Shares**” means the overseas listed foreign 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 to be listed on the Stock Exchange;

“**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);

“**Indemnified Parties**” has the meaning given to it in clause 6.6, 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 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 Shenzhen 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) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the AFRC transaction levy of 0.00015% (or the

prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“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 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;

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

“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, Hong Kong and Macau Special Administrative Region of the PRC and Taiwan;

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

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

“proprietary investment basis” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

“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;

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

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

“Relevant Shares” means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 (if any) 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);

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

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

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

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

“**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, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute, statutory provision, regulation or rule;
 - (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) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:
 - (a) the Investor will subscribe for, 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 on the Listing Date or the Delayed Delivery Date, as applicable 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 Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than ten (10) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B) (i) not a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:
 - (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents,

acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.6.

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

- 2.3 The Company and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.
- 2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

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 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 waived by the Company, the Joint Sponsors and the Overall Coordinators) 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) according to the price determination agreement to be signed among the parties;
 - (c) the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares) as well as other applicable waivers and approvals, 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 accurate, true and complete in all respects and not misleading and that there is no material 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 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 waived by the Company, the Joint Sponsors and the Overall Coordinators) 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 Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than thirty (30) days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the 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 Joint Sponsors or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective subsidiaries, affiliates, officers, directors, supervisors (where applicable), employees, advisors, associates, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at

all or if the Offer Price is not within the indicative range set forth in the Public Documents.

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 representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that, in the opinion of the Company, the Joint Sponsors and the Overall Coordinators, (a) the requirement under Rule 8.08(3) of the Listing Rules (stipulating that no more than 50% of the H Shares in public hands can be beneficially owned by the three largest public shareholders of the Company); (b) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; and/or (d) the minimum allocation to investors in the placing tranche (other than cornerstone investors) under paragraph 3.2 of Practice Note 18 to the Listing Rules, cannot be complied with on the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall have the right to, in their sole and absolute discretion, adjust the allocation of the number of Investor Shares to be subscribed for by the Investor to ensure compliance with the Listing Rules (subject to any such waiver granted by the Stock Exchange).

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) no later than one (1) day prior to the Listing Date regardless of the time and manner of the delivery of the Investor Shares 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 or such other date as agreed between the parties, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. Such determination by the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors Shares as specified in clause 4.2.

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.
- 4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its 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 6.6.
- 4.7 None of the Company, the Joint Sponsors, the Overall Coordinators and/or their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Joint Sponsors and the Overall Coordinators 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 Joint Sponsors, the Overall Coordinators and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, epidemic or pandemic (including but not limited to SARS, H5N1, MERS and COVID-19), outbreaks, escalation, mutation or aggravation of diseases, calamity, crisis, public disorder, earthquake, tsunami, volcanic eruption, other natural disasters, outbreak or escalation of hostilities (whether or not war is declared), declaration of a regional, national or international emergency, economic sanctions, political change, paralysis in government operations, interruption or delay or severe disruption in transportation, 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 and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary, if any) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) prior to such transfer, the Investor and/or such wholly-owned subsidiary gives a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
 - (c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
 - (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms satisfactory to them) agreeing to be bound by the Investor’s obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary

were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

- (e) such wholly-owned subsidiary is (A) a QIB or (B) (i) not a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (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 (if applicable) waived by the Stock Exchange, including but not limited to Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules) to fall below the required percentage set out in Rule 8.08 (as amended and replaced by Rule 19A.13A) 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, the Overall Coordinators in writing if it comes to its attention of any of the abovementioned situations.

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

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

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

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

- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, 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;

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the Investor is not, an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;
- (h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide, 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;
- (i) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or

indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

- (k) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144;
- (l) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 or another available exemption thereunder; or (B) 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;
- (m) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (o) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(o)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(o)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, the PRC, Hong Kong or any other applicable jurisdiction relevant to such dealing;
- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives

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

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
- (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 and/or its 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, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (q) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (r) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription of the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription of 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;
- (s) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates)

on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

- (t) none of the Joint Sponsors, the Overall Coordinators, the CMIs, the other underwriters of the Global Offering and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;
- (u) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (v) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors, officers, employees, advisors 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 or in relation to any dealings in the Investor Shares;

- (w) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors, the Overall Coordinators, or any other party involved in the Global Offering has made no assurances that a public or active market will ever exist for the Investor Shares;
- (x) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (y) 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; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;
- (z) 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;
- (aa) the Company and the Overall Coordinators may 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, (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange, (iii) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules, and/or (iv) the minimum allocation to investors in the placing tranche (other than cornerstone investors) under paragraph 3.2 of Practice Note 18 to the Listing Rules;
- (bb) there are no other agreements in place between the Investor on 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 entered into by the Investor leading up to the Investor's subscription of the Investor Shares];
- (cc) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in (i) any directed selling efforts (within the meaning of Regulation S), or (ii) any general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (dd) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange; and

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

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

- (a) it has been duly incorporated and is validly existing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (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) 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 invalidated, revoked, withdrawn or set aside 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 notify the Company, the Joint Sponsors and the Overall Coordinators forthwith in writing if any such 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, the performance by the Investor of this Agreement, and the subscription for the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this

Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the Shenzhen Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators or their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (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 Joint Sponsors, the Overall Coordinators, the CMIs or other underwriters in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to

making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

- (m) (i) if subscribing for the Investor Shares in the United States, it is a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” (within the meaning of Regulation S) in reliance on 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) the Investor and its beneficial owner(s) and/or associates: (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and/or its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after the Closing, 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; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
- (p) the Investor will subscribe for the Investor Shares using its own funds and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the CMIs, 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, beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) save as previously notified to the Joint Sponsors, the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (u) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (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;
- (w) neither the Investor nor any of its affiliates, directors, supervisors, officers, employees, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter or otherwise, from the Company, the controlling shareholders of the Company, any member of the Group, or any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Listing Guide;
- (x) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters or the CMIs of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (y) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (z) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;
- (aa) unless permitted by Stock Exchange, none of the Investor or any of its controlling shareholder(s), associates and their respective beneficial owners has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement; and

- (bb) the aggregate holding (direct or indirect) of the Investor and its close associates (having the meaning 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange.
- 6.3 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.
- 6.4 The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 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 Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations and acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.6 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company,

the Joint Sponsors, the Overall Coordinators and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares 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 or its respective officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

- 6.7 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4, 6.5 and 6.6 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.
- 6.8 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;
 - (c) subject to full payment in accordance with clause 4.2 and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), 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 or its affiliates, directors, supervisors, 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.
- 6.9 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

6.10

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.6 and 4.7;
- (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 5.2 above) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 6.6 set forth above and 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, Clause 6.6, the indemnities given by the Investor, and Clauses 8.1, 10, 11, and 12 shall survive notwithstanding the termination of this Agreement.

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 Joint Sponsors, the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors, the Overall Coordinators, and/or the Investor is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, 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, 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, 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 but not limited to 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 the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavours to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators 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, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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:

If to the Company, to:

Address: 11th Floor, Building B, Yunda Central Plaza, Yuhua District,
Changsha, Hunan Province, the PRC

Email: tanghuateng@cnggrf.com.cn

Attention: Tang Huateng

If to the Investor, in English to: NR 1 SP, a segregated portfolio of North Rock SPC

Address: c/o North Rock Capital Management (HK) Limited, 28/F LHT
Tower, 31 Queen's Road, Central Hong Kong

Email: capitalmarkets@northrockllc.com (with respect to any notices of a legal nature, a mandatory copy to legal@northrockllc.com)

Attention: Mr Alen Lai

If to MS, to:

Address: Level 46, International Commerce Center, 1 Austin Road West, Kowloon, Hong Kong

Email: pj_matrix_core@morganstanley.com

Attention: Project MatriX

If to Huatai, to:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong

Email: projectmatrix@htsc.com

Attention: Project MatriX team

If to CICC, to:

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong

Email: ib_project_matrix@cicc.com.cn

Attention: Tsang Chi Chung

If to ABCI, to:

Address: 11/F, Agricultural Bank of China Tower, 50 Connaught Road, Central, Hong Kong

Email: abcic.ecm@abci.com.hk

Attention: ABCI ECM

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or sent by facsimile (if applicable) or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, 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 Save for manifest error, calculations and determinations made in good faith by the Company, the Joint Sponsors and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.3 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 other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the rights of any of 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.
- 10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement and the transactions contemplated under 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. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.
- 10.6 This Agreement will be executed in the 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 between 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 6.6 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 Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 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 or the Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 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 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws,

and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

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

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including but without limitation to 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 but without limitation to 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 but without limitation to 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 but without limitation to 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), each of the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. PROCESS AGENT

- 13.1 The Investor irrevocably appoints North Rock Capital Management (HK) Limited at LHT Tower, 28th Floor, 31 Queen’s Road Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and

to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within thirty (30) days thereof.

14. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 14.1 If any underwriter of the Global Offering that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 14.2 If any underwriter that is a Covered Entity or a BHC Act Affiliate of such underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

“**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“**Covered Entity**” means any of the following:

- 1) a “**covered entity**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- 2) a “**covered bank**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- 3) a “**covered FSI**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

15. COUNTERPARTS

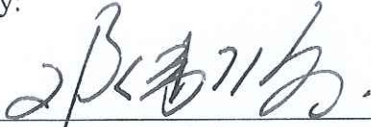
- 15.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by 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 authorised signatory on the date set out at the beginning.

FOR AND ON BEHALF OF:

CNGR ADVANCED MATERIAL CO., LTD.
(中伟新材料股份有限公司)

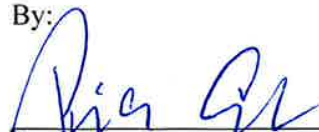
By:



Name: Deng Weiming
Title: Executive Director

**FOR AND ON BEHALF OF:
NR 1 SP, A SEGREGATED PORTFOLIO OF NORTH ROCK SPC**

By:



Name: Mr Pierce Archer

Title: Authorized Signatory

FOR AND ON BEHALF OF:

MORGAN STANLEY ASIA LIMITED

By:

A handwritten signature in black ink, appearing to read 'Zhao Liang', is written above a horizontal line.

Name: Robin Zhao

Title: Managing Director

FOR AND ON BEHALF OF:

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

By:

A handwritten signature in black ink, appearing to be '刘玉麒' (Liu Yuqi), written in a cursive style.

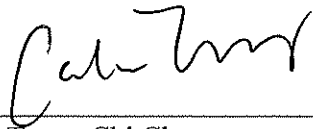
Name: Yuqi Liu

Title: Executive Director

FOR AND ON BEHALF OF:

**CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES
LIMITED**

By:

A handwritten signature in black ink, appearing to read 'C. Chung', is written over a horizontal line.

Name: Tsang Chi Chung
Title: Executive Director

FOR AND ON BEHALF OF:

ABCI CAPITAL LIMITED

By:



Name: Bryan Bian

Title: Managing 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 15,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed 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).

Further, the Joint Sponsors, the Overall Coordinators 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, (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange, (iii) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules, and/or (iv) the minimum allocation to investors in the placing tranche (other than cornerstone investors) under paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Overall Coordinators 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 THE INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	MC 268192
Business registration number:	MC 268192
LEI number:	549300D41CPG3QFV4731
Business address and telephone number and contact person:	Corporate address: c/o Maples Corporate Services Limited, Ugland House, PO Box 309, KY1 1104, George Town, Cayman Islands Business address in HK: c/o North Rock Capital Management (HK) Limited, 28/F, LHT Tower, 31 Queen's Road, Central Hong Kong Attention: Mr Alen Lai / +85 258 0634346
Principal activities:	Equities focused, global multi-manager hedge fund
Ultimate controlling shareholder:	N/A
Place of incorporation of ultimate controlling shareholder:	N/A
Business registration number and LEI number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	N/A
Shareholder and interests held:	N/A
Description of the Investor for insertion in the Prospectus:	NR 1 SP ("NR 1 SP") is a segregated portfolio of North Rock SPC (the "North Rock Fund"), which is an exempted company incorporated in the Cayman Islands and registered as a segregated portfolio company under the Cayman Companies Act (as amended). The investment program of the North Rock Fund, including NR 1 SP, is managed by North Rock Capital Management, LLC ("North Rock").

North Rock is an investment management firm built upon a global multi-PM investment platform. North Rock deploys capital across a diversified set of relative value fundamental and quantitative equity focused portfolio manager teams (“**PM Teams**”). They principally seek to partner with sector and regional specialists that possess deep experience in a defined universe of securities and utilize that specialization and focus to pursue long term sustainable alpha. The focus of North Rock is to harness and manage the combined prowess of PM Teams to achieve high quality returns through idiosyncratic risk, with low dependence on market direction. Since the strategy’s launch in March 2013, North Rock has grown to approximately US\$5.5 billion in assets under management across more than 50 underlying PM Teams to date. As of the Latest Practicable Date, there is no ultimate beneficial owner who has 30% or more beneficial ownership in NR 1 SP.

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
Non-SFC authorized fund

CORNERSTONE INVESTMENT AGREEMENT

November 6, 2025

CNGR ADVANCED MATERIAL CO., LTD.
(中伟新材料股份有限公司)

AND

HUATAI CAPITAL INVESTMENT LIMITED

AND

MORGAN STANLEY ASIA LIMITED

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

AND

CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED

AND

ABCI CAPITAL LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on November 6, 2025

BETWEEN:

- (1) CNGR Advanced Material Co., Ltd. (中伟新材料股份有限公司), a joint stock company established in the PRC with limited liability, whose registered office is at Cross of No. 2 Avenue and No. 1 Avenue, Dalong Economic Development Zone, Tongren, Guizhou Province, the PRC (the “**Company**”);
- (2) Huatai Capital Investment Limited, an unregulated company incorporated in Hong Kong whose registered office is at Room 4201, 42/F, the Center, 99 Queens Road Central, Hong Kong (the “**Investor**”);
- (3) Morgan Stanley Asia Limited of Level 46, International Commerce Center, 1 Austin Road West, Kowloon, Hong Kong (“**MS**”);
- (4) Huatai Financial Holdings (Hong Kong) Limited of 62/F, The Center, 99 Queen’s Road Central, Hong Kong (“**Huatai**”, together with MS, the “**Joint Sponsors**” and each a “**Joint Sponsor**”);
- (5) China International Capital Corporation Hong Kong Securities Limited of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”); and
- (6) ABCI Capital Limited of 11/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong (“**ABCI**”, together with MS, Huatai and CICC, the “**Overall Coordinators**” and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 10,422,600 H Shares (as defined below) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 93,802,800 H Shares 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) and in the United States to qualified institutional buyers (“**QIBs**”) as defined in Rule 144A (as defined below) pursuant to Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) MS and Huatai are acting as the joint sponsors of the Global Offering. MS, Huatai, CICC and ABCI are acting as the overall coordinators and capital market intermediaries of the Global Offering.

- (C) The Investor and Huatai Securities Co., Ltd. will enter into a series of cross border delta-one OTC swap transactions (the “**OTC Swaps**”) with each other and Shanghai Gaoyi Asset Management Partnership (Limited Partnership), as investment manager for and on behalf of an investment fund, (the “**Huatai TRS Ultimate Client**”), pursuant to which the Investor will hold the beneficial interest of 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.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

“**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 as required by paragraph 7(1) of the Fees Rules (as defined under the Listing Rules);

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

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

“**Closing**” means closing of the subscription 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 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 of the PRC;

“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 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 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);

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

“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), 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 therein, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

- (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 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, 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 Shenzhen Stock Exchange, the SFC and the CSRC);

“**Group**” means the Company and its subsidiaries;

“**H Shares**” means the overseas listed foreign 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 to be listed on the Stock Exchange;

“**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);

“**Indemnified Parties**” has the meaning given to it in clause 6.6, 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 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 Shenzhen 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) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“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 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;

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

“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, Hong Kong and Macau Special Administrative Region of the PRC and Taiwan;

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

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

“proprietary investment basis” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

“**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;

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

“**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);

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

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

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

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

“**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, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute, statutory provision, regulation or rule;
 - (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) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:
- (a) the Investor will subscribe for, 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 on the Listing Date or the Delayed Delivery Date, as applicable 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 may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

- 2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company 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 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 waived by the Company, the Joint Sponsors and the Overall Coordinators) 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) according to the price determination agreement to be signed among the parties;
 - (c) the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares) as well as other applicable waivers and approvals, 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 accurate and true in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.
- 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 waived by the Company, the Joint Sponsors and the Overall Coordinators) 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 Joint Sponsors and the Overall Coordinators), 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 Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, acknowledgements and confirmations given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

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

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 representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that, in the opinion of the Company, the Joint Sponsors and the Overall Coordinators, (a) the requirement under Rule 8.08(3) of the Listing Rules (stipulating that no more than 50% of the H Shares in public hands can be beneficially owned by the three largest public shareholders of the Company); (b) the minimum public float

requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; and/or (d) the minimum allocation to investors in the placing tranche (other than cornerstone investors) under paragraph 3.2 of Practice Note 18 to the Listing Rules, cannot be complied with on the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall have the right to, in their discretion, adjust the allocation of the number of Investor Shares to be subscribed for by the Investor to ensure compliance with the Listing Rules (subject to any such waiver granted by the Stock Exchange).

- 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 regardless of the time and manner of the delivery of the Investor Shares 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 If the Overall Coordinators determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised. Such determination by the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors Shares as specified in clause 4.2.
- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.
- 4.5 Without prejudice to clause 4.3, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised, 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.
- 4.6 Subject to clause 4.7, if payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time

and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its 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 6.6.

- 4.7 None of the Company, the Joint Sponsors, the Overall Coordinators and/or their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Joint Sponsors and the Overall Coordinators 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 Joint Sponsors, the Overall Coordinators and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, epidemic or pandemic (including but not limited to SARS, H5N1, MERS and COVID-19), outbreaks, escalation, mutation or aggravation of diseases, calamity, crisis, public disorder, earthquake, tsunami, volcanic eruption, other natural disasters, outbreak or escalation of hostilities (whether or not war is declared), declaration of a regional, national or international emergency, economic sanctions, political change, paralysis in government operations, interruption or delay or severe disruption in transportation, 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 and changes in any existing or future laws, ordinances, regulations, 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 agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that, without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, 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 Investor agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators 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.
- 5.3 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.
- 5.4 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates, the Huatai TRS Ultimate Client and their respective 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, each of 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 (if applicable) waived by the Stock Exchange, including but not limited to Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules) to fall below the required percentage set out in Rule 8.08 (as amended and replaced by Rule 19A.13A) 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 aforementioned situations.
- 5.5 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, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the 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 in terms of the 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 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.
- 5.6 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 undertaking, restrictions and other obligations and undertakings of the Investor contemplated under this Agreement, the Investor, the Huatai TRS Ultimate Client and their respective affiliates, directors, supervisors, officers, employees or

agents shall not directly or indirectly enter into any arrangement or agreement, including but not limited to, any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including but not limited to Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

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

- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, 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;
- (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 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 Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor, and the Huatai TRS Ultimate Client shall not have any right to raise any objection thereto;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement, and their amendment from time to time;

- (g) to the best of the Investor's knowledge, each of the Investor and the Huatai TRS Ultimate Client is not a connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons; the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide, 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;
- (h) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (i) 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;
- (j) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (k) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 or another available exemption thereunder; or (B) 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;
- (l) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (m) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to the Huatai TRS Ultimate Client, the respective affiliates, subsidiaries, directors, officers, employees, staffs, supervisors (where applicable), beneficial owners, advisers and representatives of the Investor and 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, the Huatai TRS Ultimate Client or any of their respective Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(m)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(m)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the 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, the PRC, Hong Kong or any other applicable jurisdiction relevant to such dealing;

- (n) 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 or OTC Swaps and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

- (o) 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;
- (p) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription of the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription of the Investor Shares, and that the Company has made available to the Investor and the Huatai TRS Ultimate Client or their respective agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (q) in making its investment decision, each of the Investor and the Huatai TRS Ultimate Client has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor and/or the Huatai TRS Ultimate Client by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or the Huatai TRS Ultimate Client or their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (r) none of the Joint Sponsors, the Overall Coordinators, the CMIs, the other underwriters of the Global Offering and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares or OTC Swaps, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor or Huatai TRS Ultimate Client as to the

merits of the Investor Shares or OTC Swaps, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

- (s) 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 or the ultimate client;
- (t) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, directors, supervisors, officers, employees, advisors 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 or in relation to any dealings in the Investor Shares;
- (u) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors, the Overall Coordinators, or any other party involved in the Global Offering has made no assurances that a public or active market will ever exist for the Investor Shares;
- (v) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives to the Investor, the Huatai TRS Ultimate Client or their respective subsidiaries will arise;
- (w) 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;

- (x) 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;
- (y) there are no other agreements in place between the Investor and/or the Huatai TRS Ultimate Client on 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;
- (z) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor the Huatai TRS Ultimate Client, nor any of their affiliates nor any person acting on its or their behalf has engaged or will engage in (i) any directed selling efforts (within the meaning of Regulation S), or (ii) any general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (aa) any trading in the H Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws 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 recognised by the Company in respect of the Relevant Shares;

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

- (a) it has been duly incorporated and is validly existing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (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 invalidated, revoked, withdrawn or set aside 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 notify the Company, the Joint Sponsors and the Overall Coordinators forthwith in writing if any such 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, the performance by the Investor of this Agreement, and the subscription for the Investor Shares will not contravene or result in a contravention by the Investor 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, respectively, in connection with the Investor’s subscription for 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 with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the Shenzhen 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) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) the transaction structure (including any swap arrangement

(including the OTC Swaps) or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor, 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 as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators or their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (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 Joint Sponsors, the Overall Coordinators, the CMIs or other underwriters in connection with the 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 each of the Investor and the Huatai TRS Ultimate Client are not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” (within the meaning of Regulation S) in reliance on 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) save as otherwise disclosed to the Company, the Overall Coordinators and the Joint Sponsors in writing that the TRS Ultimate Client and its beneficial owner(s) are existing shareholders of the Company, the Investor, the Huatai TRS Ultimate Client and their respective beneficial owner(s) and/or associates: (i) are subscribing for the Investor Shares in the Company for the Huatai TRS Ultimate Client which holds the beneficial interest of the Investor Shares; (ii) to the investor’s best knowledge, are third parties independent of the Company or any of its affiliates; (iii) to the investor’s best knowledge, 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 result in the Investor,

the Huatai TRS Ultimate Client and/or their beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and the OTC Swaps and will, immediately after the Closing, 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; (iv) have the financial capacity to meet all obligations arising under this Agreement and the OTC Swaps; (v) to the Investor's best knowledge, are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder(s) or substantial shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (vi) to the Investor's best knowledge, 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 Investor is a "connected client" (within the meaning of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules) of one of the Overall Coordinators;
- (q) the investment in the OTC Swaps by the Huatai TRS Ultimate Client will be fully funded by the Huatai TRS Ultimate Client and the Investor will subscribe for the Investor Shares using its own funds and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (r) to the best knowledge of the Investor and the Huatai TRS Ultimate Client, 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) or supervisor of the Company or its associates or a nominee of any of the foregoing;
- (s) neither the Investor nor the Huatai TRS Ultimate Client has entered or will enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (t) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;
- (u) neither the Investor, the Huatai TRS Ultimate Client nor any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter or otherwise, from the Company, the controlling shareholders of the Company, any member of the Group, or to the best knowledge of the Investor and the Huatai TRS Ultimate Client, any of their

respective affiliates, directors, supervisors, officers, employees, agents or representatives in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Listing Guide;

- (v) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters or the CMIs of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (w) except as provided for in this Agreement and the OTC Swaps, the Investor and the Huatai TRS Ultimate Client have not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and
- (x) save as the 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;
- (y) to the best knowledge of the Investor and the Huatai TRS Ultimate Client, none of the Investor, the Ultimate Clients or any of their respective controlling shareholder(s), associates and their respective beneficial owners has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement; and
- (z) the aggregate holding (direct or indirect) of the Investor and its close associates (having the meaning 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange.

6.3 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors, 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 Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor undertakes to provide as soon as possible such

further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), the Huatai TRS Ultimate Client, the OTC Swaps, and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

- 6.4 The Investor hereby agrees that after reviewing the description in relation to it, the Huatai TRS Ultimate Client and the groups of companies of which any of them 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 groups of companies of which any of them is a member is true, accurate and complete in all respects and is not misleading, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 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 Joint Sponsors, the Overall Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations and acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.6 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares 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, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith (collectively, the "**Losses**"), except for such Losses which have been finally judicially determined by a court/arbitration panel of competent jurisdiction to have been caused solely and directly by or arising out of the gross negligence, wilful misconduct

or fraud of the relevant Indemnified Party. The provisions of this clause 6.6 shall survive the termination of this Agreement in all circumstances.

6.7 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4, 6.5 and 6.6 (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 and, if applicable, the Delayed Delivery Date.

6.8 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 in accordance with clause 4.2 and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), 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, supervisors, 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.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.6 and 4.7;
- (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or

- (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 6.6 set forth above and 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, Clause 6.6, the indemnities given by the Investor, and Clauses 8.1, 10, 11, 12 and **Error! Reference source not found.** shall survive notwithstanding the termination of this Agreement in all circumstances.
- 8. ANNOUNCEMENTS AND CONFIDENTIALITY**
- 8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors and/or the Overall Coordinators is subject, and the background of the Investor and the Huatai TRS Ultimate Client and the 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 to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
 - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, 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, 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, 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 Save as that has been disclosed or referred in the Public Document, no other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto

by the disclosing 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 endeavours 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 Joint Sponsors and the Overall Coordinators to ensure that all references to it and the Huatai TRS Ultimate Client in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators 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 ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor 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/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

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:

If to the Company, to:

Address: 11th Floor, Building B, Yunda Central Plaza, Yuhua District, Changsha, Hunan Province, the PRC

Email: tanghuateng@cnggrgf.com.cn

Attention: Tang Huateng

If to the Investor, to:

Address: Room 5808-5812, 58/F, the Center, 99 Queen's Road Central, Central, Hong Kong

Email: HTEQDMatrix@htsc.com

Attention: Huatai EQD

If to MS, to:

Address: Level 46, International Commerce Center, 1 Austin Road West, Kowloon, Hong Kong

Email: pj_matrix_core@morganstanley.com

Attention: Project MatriX

If to Huatai, to:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong

Email: projectmatrix@htsc.com

Attention: Project MatriX team

If to CICC, to:

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong

Email: ib_project_matrix@cicc.com.cn

Attention: Tsang Chi Chung

If to ABCI, to:

Address: 11/F, Agricultural Bank of China Tower, 50 Connaught Road, Central, Hong Kong

Email: abci.ecm@abci.com.hk

Attention: ABCI ECM

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by email or sent by facsimile (if applicable) or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, 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 Save for manifest error, calculations and determinations made in good faith by the Company, the Joint Sponsors and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.3 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 other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the rights of any of 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.

- 10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement and the transactions contemplated under 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 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 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 6.6 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 Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which

it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

- 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 or the Delayed Delivery Date (if applicable), the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 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 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

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 settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration clause

shall be the laws of Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including but without limitation to 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 but without limitation to 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 but without limitation to 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 but without limitation to 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. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1 If any underwriter of the Global Offering that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2 If any underwriter that is a Covered Entity or a BHC Act Affiliate of such underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

“**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“**Covered Entity**” means any of the following:

- 1) a “**covered entity**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- 2) a “**covered bank**” as that term is defined in, and interpreted in accordance with,

- 12 C.F.R. § 47.3(b); or
- 3) a “**covered FSI**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. COUNTERPARTS

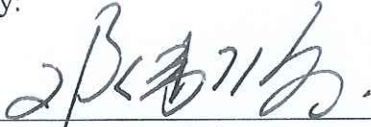
- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by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

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

FOR AND ON BEHALF OF:

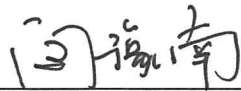
CNGR ADVANCED MATERIAL CO., LTD.
(中伟新材料股份有限公司)

By:



Name: Deng Weiming
Title: Executive Director

FOR AND ON BEHALF OF:
HUATAI CAPITAL INVESTMENT LIMITED
By:



Name: Min Yunan

Title: Head of Equity Derivatives

FOR AND ON BEHALF OF:

MORGAN STANLEY ASIA LIMITED

By:

A handwritten signature in black ink, appearing to read "Zhao Liang", is written over a horizontal line.

Name: Robin Zhao

Title: Managing Director

FOR AND ON BEHALF OF:

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

By:

A handwritten signature in black ink, appearing to be '刘玉麒' (Liu Yuqi), written in a cursive style.

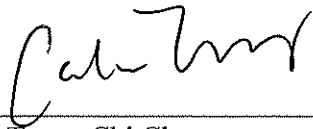
Name: Yuqi Liu

Title: Executive Director

FOR AND ON BEHALF OF:

**CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES
LIMITED**

By:

A handwritten signature in black ink, appearing to read 'C. Chung', is written over a horizontal line.

Name: Tsang Chi Chung
Title: Executive Director

FOR AND ON BEHALF OF:

ABCI CAPITAL LIMITED

By:



Name: Bryan Bian

Title: Managing 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 11,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed 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).

Further, the Joint Sponsors, the Overall Coordinators 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, (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise waived by the Stock Exchange, (iii) the minimum free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules, and/or (iv) the minimum allocation to investors in the placing tranche (other than cornerstone investors) under paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Overall Coordinators 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 THE 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:	Huatai Securities Co., Ltd. (6886.HK)
Place of incorporation of ultimate controlling shareholder:	PRC
Business registration number and LEI number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	A security house providing financial services
Shareholder and interests held:	Directly held by Huatai International Financial Holdings Company Limited 100%
Description of the Investor and the Huatai TRS Ultimate Client 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 transaction (the “ Huatai Client TRS ”) fully funded by an ultimate client (the “ Ultimate Client (Gaoyi) ”), by which HTCI will ultimately pass the full economic return and loss of the Offer Shares placed to HTCI to the Ultimate Client (Gaoyi). HTCI will hold the Offer Shares on a nondiscretionary basis to hedge the Huatai Back-to-back TRS in connection with the Huatai Client TRS, and will pass on the full economic return and loss

of the Offer Shares ultimately to the Ultimate Client (Gaoyi) 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, save as customary fees and commission. The Ultimate Client (Gaoyi) may, after expiration of the lock-up period beginning from the date of the cornerstone agreement entered into among HTCI, the Company 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 (Gaoyi), HTCI will accordingly terminate the Huatai Back-to-back TRS and dispose of the Offer Shares on the secondary market and the Ultimate Client (Gaoyi) 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 (Gaoyi) is an Independent Third Party of (i) the Company, the connected persons or associates thereof, and an independent third party of (ii) HTCI and the companies which are members of the same group of HTCI.

Both HTCI and Huatai Financial Holdings (Hong Kong) Limited are indirectly wholly-owned subsidiaries of Huatai Securities, of which its shares 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). Therefore, HTCI is a connected client (as defined under Appendix F1 to the Listing Rules) of Huatai Financial Holdings (Hong Kong) Limited, holding securities on

a non-discretionary basis on behalf of independent third party. The Company has applied to the Stock Exchange for, and the Stock Exchange has [granted], its consent under paragraph 1C(1) of Appendix F1 to the Listing Rules to permit us to allocate the Offer Shares to HTCI. See “Waivers from Strict Compliance with Listing Rules — Consent in Respect of the Proposed Subscription of H Shares by Certain Cornerstone Investor Who Is A Connected Client.”

The Ultimate Client (Gaoyi) is an investment fund managed by Shanghai Gaoyi Asset Management Partnership (Limited Partnership) (上海高毅資產管理合夥企業 (有限合夥)) (“Shanghai Gaoyi”) on a discretionary basis. Shanghai Gaoyi is a limited partnership established in the PRC, which is engaged in asset management and investment management with a primary focus on investments in secondary market. Certain investment funds managed by Shanghai Gaoyi entered into delta-one OTC swap transactions in connection with the cornerstone investment in Zijin Gold International Company Limited (紫金黃金國際有限公司) (HKEX: 2259), Nanjing Leads Biolabs Co., Ltd. (南京維立志博生物科技股份有限公司) (HKEX: 9887) and Contemporary Amperex Technology Co., Limited (寧德時代新能源科技股份有限公司) (HKEX: 3750) and bear all economic return and loss. Shanghai Gaoyi 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). The managing partner of Shanghai Gaoyi is Shanghai Gaoyi Investment Management Co., Ltd. (上海高毅投資管理有限公司) (“Gaoyi Investment”). As confirmed by Shanghai Gaoyi, there is no single ultimate beneficial owner holding

	30% or more interests in the Ultimate Client (Gaoyi).
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 Connected client Existing shareholders/directors and their close associates Non-SFC authorised fund

基石投资协议

2025 年 11 月 4 日

中伟新材料股份有限公司

湖南兴湘新兴产业投资基金合伙企业（有限合伙）

摩根士丹利亚洲有限公司

华泰金融控股（香港）有限公司

中国国际金融香港证券有限公司

农银国际融资有限公司

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本协议（本“协议”）于 2025 年 11 月 4 日签订：

各方当事人如下：

- (1) 中伟新材料股份有限公司，一家在中国成立的股份有限公司，其注册办事处位于中国贵州省铜仁市大龙经济开发区 2 号干道与 1 号干道交汇处（“公司”）；
- (2) 湖南兴湘新兴产业投资基金合伙企业（有限合伙），一家于中国注册成立的合伙企业，其注册办事处位于长沙高新开发区岳麓西大道 588 号芯城科技园 4 栋 401C-88 房（“投资者”）；
- (3) 摩根士丹利亚细有限公司，地址为：香港九龙柯士甸道西 1 号环球贸易广场 46 楼（“摩根士丹利”）；
- (4) 华泰金融控股（香港）有限公司，地址为：香港 皇后大道中 99 号中环中心 62 楼（“华泰”，与摩根士丹利合称为“联席保荐人”，各自称为“一名联席保荐人”）；
- (5) 中国国际金融香港证券有限公司，地址为：香港中环港景街 1 号 国际金融中心一期 29 楼（“中金”）；及
- (6) 农银国际融资有限公司，地址为：香港干诺道中 50 号 中国农业银行大厦 11 楼（“农银国际”，与摩根士丹利、华泰及中金合称“整体协调人”，各自称为“一名整体协调人”）。

鉴于：

- (A) 公司已提交以全球发售的方式（“全球发售”）将其 H 股（定义见下文）在联交所（定义见下文）上市的申请，其中包括：
 - (i) 公司公开发售 10,422,600 H 股（定义见下文）供香港公众人士认购（“香港公开发售”）；和
 - (ii) 公司根据证券法（定义见下文）S 条例进行离岸交易，在美国境外向投资者进行有条件的 93,802,800 H 股配售（包括向香港的专业和机构投资者配售）以及在美国向符合 144A 规则或证券法项下其他登记豁免规则的合资格机构买家（“合资格机构买家”）（144A 规则下定义）进行的有条件配售（“国际发售”）。
- (B) 摩根士丹利和华泰担任全球发售的联席保荐人，摩根士丹利、华泰、中金和农银国际担任全球发售的整体协调人及资本市场中介人。
- (C) 投资者希望根据并基于本协议条件和条款认购投资者股份（定义见下文），作为国际发售的一部分。

各方在此达成如下协议：

1. 定义和解释

- 1.1 除文义另有所指外，在本协议（包括其附表及绪言）中，下列各词汇、术语和用语具备以下含义：

“联属公司”就特定个人或实体而言，除上下文另有规定外，是指直接或间接通过一个或多个中介机构控制，或受其控制或与指定的个人或实体共同控制的任

何个人或实体。为了本定义的目的，“控制”（包括“控制”、“由...控制”及“与...共同控制”）是指直接或间接拥有指导或引导他人管理和政策方向的权力（无论通过拥有表决权的证券、合同或其他方式）；

“**会计及财务汇报局**”指香港会计及财务汇报局；

“**总投资额**”指等于发售价乘以投资者股份数目的金额；

“**批准**”具有第6.2(g)条所赋予的含义；

“**联系人/紧密联系人**”应具有上市规则赋予该术语的定义，及“**各联系人/紧密联系人**”应据此予以相应解释；

“**佣金**”指费用规则（定义见上市规则）第 7(1)段要求的按总投资额的 1%计算的佣金；

“**营业日**”指香港持牌银行一般对香港公众正常营业以及联交所对外进行证券买卖业务的任何日子（星期六、星期日及香港公共假期除外）；

“**中央结算系统**”指香港中央结算有限公司建立和经营的中央结算及交收系统；

“**交割**”指根据本协议条款和条件完成对投资者股份的认购；

“**资本市场中介**”指行为守则中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

“**行为守则**”指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

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

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

“**关连人士/核心关连人士**”应具有上市规则赋予该术语的定义，及“**关连人士/核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规则赋予该词的涵义；

“**合约(第三者权利)条例**”指不时经修订或补充或另行修改的《合约(第三者权利)条例》（香港法例第 623 章）；

“**控股股东**”除上下文另有要求外，须具有上市规则赋予该词的涵义及“**控股股东**”亦须据此解释；

“**中国证监会**”指中国证券监督管理委员会；

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

“中国证监会备案报告” 指公司就全球发售根据中国证监会备案规则第 13 条提交予中国证监会的备案报告，包括其中任何修订、补充和/或修改；

“中国证监会备案” 指根据中国证监会备案规则和其他适用法律、法规和中国证监会的要求，就全球发售事项以书面、口头或其他任何方式向或将向中国证监会提交/作出的任何和所有信函、备案、通信往来、沟通、文件、回复、承诺和呈交，包括其中任何修订、补充和/或修改（包括但不限于中国证监会备案报告）；

“延迟交付日期”指在香港公开发售承销协议和国际发售承销协议均已签订并已成为无条件协议且尚未终止前提下，整体协调人应依据第4.3 条通知投资者的晚于上市日期的日期；

“处置”就任何相关股份而言，包括直接或间接，

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其中任何权益，或代表接收该等相关股份的权利的任何其他证券的任何合法或实益权益的发售、抵押、押记、出售、按揭、借贷、设立、转移、转让或以其他方式处置任何合法或实益权益（包括设立任何购股权或订立协议设立购股权，或出售或授出或同意出售或授出任何购股权或购买、认购、出借或以其他方式转让或处置任何购股权的合同或任何认股权证或购买权、认购权、出借权或以其他方式转让或处置，或购买或同意购买任何购股权、合同、认股权证或出售权）（直接或间接，有条件或无条件），或者设立任何性质的任何第三方的权利；或者直接或间接、有条件或无条件缔约进行上述任何处置；或
- (ii) 订立任何掉期交易或其他安排将相关股份或其中任何权益的任何实益所有权或该等相关证券或此类其他证券或其中的任何权益的任何经济后果或附带后果部分或全部转让他人；或
- (iii) 直接或间接开展与上述第 (i)及(ii)项所描述的任何一项交易具有相同经济效果的任何其他交易；或
- (iv) 同意或缔约或公开宣布有意开展上述第 (i)、(ii)及 (iii)项所描述的任何交易，无论上述第(i)、(ii)及 (iii)项所描述的交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份其他证券、以现金或其他方式结算；且**“处置”**应据此予以解释；

“FINI” 须具有上市规则赋予该词的涵义；

“全球发售”具有绪言 (A)所赋予的含义；

“政府机构”是指任何国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家的政府、政府间的、监管机构或行政委员会、董事会、机构、主体或代理部门，或任何证券交易所、自监管或其他非政府监管机构，或任何法院、司法机构、法庭、仲裁庭或仲裁员（包括但不限于联交所、深交所、证监会及中国证监会）；

“**集团**”指公司及其附属公司；

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

“**港元**”指香港法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有绪言 (A)所赋予的含义；

“**受偿方**”具有第6.6 条所赋予的含义，“**受偿方**”为其中任何一方，视情况而定；

“**国际发售**”具有绪言 (A)所赋予的含义；

“**国际发售通函**”指公司预期向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条所赋予的含义；

“**投资者股份**”指投资者根据本协议条款及条件，按照附表一进行计算，并由公司、整体协调人决定，由投资者于国际发售中认购的 H 股数目；

“**法律**”指所有相关司法管辖区的任何政府机构（包括但不限于联交所、深交所、证监会和中国证监会）的所有法律、成文法规、立法、条例、办法、规则、法例、指引、指导、决定、意见、通知、通函、指南、要求、命令、判决、判令或裁定；

“**征费**”指就总投资额而言 0.0027%的证监会交易征费（或上市日期现行的交易征费）和 0.00565%的联交所交易费（或上市日期现行的交易费）及 0.00015%的会计及财务汇报局交易征费（或上市日期现行的交易征费）；

“**上市日期**”指 H 股首次在联交所主板上市的日期；

“**上市指南**”指经不时修改、补充或修订的，联交所刊发的《新上市申请人指南》；

“**上市规则**”指不时经修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、指引及其他规定；

“**禁售期**”具有第5.1 条所赋予的含义；

“**发售价**”指将根据全球发售进行发售或出售 H 股的每股 H 股的最终港元价格（不包括佣金和征费）；

“**超额配股权**”具有国际发售通函所赋予的定义；

“**各方**”指列名的本协议各方；“**一方**”按文义应指他们其中任何一方；

“中国”指中华人民共和国，仅就本协议而言，不包括香港及澳门特别行政区和中国台湾地区；

“初步发售通函”指公司将向潜在投资者（包括投资者）发出的与国际发售有关的经不时修订或补充的初步发售通函；

“专业投资者”具有证券及期货条例附录 1 第 1 部分所赋予的含义；

“自营投资为基础”指投资者出于自身利益及投资目的而进行投资(无论该投资是否是为了该投资者的任何股东或资金投资者的利益而进行)，而非作为任何第三方的代理人而进行；

“招股章程”指公司将就香港公开发售在香港发行的最终招股章程；

“公开文件”指公司为国际发售将发出的初步发售通函和国际发售通函，为香港公开发售将在香港发出的招股章程，以及公司就全球发售可能发出的其他文件和公告，上述各项可经不时修改或补充；

“合格机构买家”具有绪言 (A)所赋予的含义；

“监管机构”具有第6.2(i)条所赋予的含义；

“相关股份”指投资者或其全资子公司（如有）根据本协议第2.2 条认购的投资者股份，以及根据任何供股、资本化发行或其他资本重组形式（不论该等交易是否以现金或其他方式结算）由投资者股份派生的公司任何股份或其他证券或权益；

“S 条例”指证券法 S 条例；

“人民币”指中国法定货币；

“144 条例”指证券法 144 条例；

“144A 条例”指证券法 144A 条例；

“证券法”指经修订的美国 1933 年《证券法》（不时补充或以其他方式修改，以及据此颁布的规则和条例）；

“证监会”指香港证券及期货事务监察委员会；

“证券及期货条例”指不时经修订、补充或另行修改的《证券及期货条例》（香港法例第 571 章）；

“联交所”指香港联合交易所有限公司；

“附属公司”具有公司条例所赋予的定义；

“美国”指美利坚合众国及其领土、领地、美国任何州以及哥伦比亚特区；

“美元”指美国法定货币； 及

“美国人士”具有 S 条例所赋予的含义。

1.2 在本协议中，除文义另有所指外：

- (a) 凡提及“**条**”、“**款**”或“**附表**”均指本协议中的条、款或附表；
- (b) 索引、条款和附表标题仅为方便阅读而设，不得影响对本协议的理解或解释；
- (c) 绪言和附表构成本协议的其中部分，并具有同等效力和作用，犹如本协议正文明确所载，以及凡提及本协议应包含绪言和附表；
- (d) 含有单数含义应包括复数含义，反之亦然；具有一种性别意义的词汇应包括另一种性别的含义；
- (e) 凡提及本协议或其他文件包括本协议或其他文件的任何修订或替换；
- (f) 凡提及一项法规、法定条文、法例或规则，包括提述：
 - (i) 该法规、法定条文、法例或规则经不时合并、修订或补充、修改、重新制定，或由任何法规、法定条文、法例或规则取代；
 - (ii) 对其重新制定的任何废除的法规、法定条文、法例或规则（无论是否进行修改）； 及
 - (iii) 根据它制定的任何附属立法；
- (g) 凡提及时间及日期，除非特别规定，均分别指香港时间及日期；
- (h) 凡提及“**人士**”包括提及个人、企业、公司、法人团体、非公司社团或机构、政府、国家或国家机构、联营企业、联合体或合伙（无论是否具有独立法人资格）；
- (i) 凡提及“**包括**”及“**包含**”应解释为包括但不限于及包含但不限于； 及
- (j) 凡提及有关香港之外其他司法权区下任何诉讼、救济、措施或司法程序的法律词汇，法律文件、法律状态、法庭、官方或任何法律概念或事物将视为具有该司法权区下与有关香港法律词汇最相近之含义。

2. 投资

2.1 在满足下文第3 条提及的各条件（或经各方豁免，但第3.1(a)条、第3.1(b)条、第3.1(c)条、第3.1(d)条及第3.1(e) 条所载条件不得豁免，且第3.1(f)条项下的条件仅可由公司、联席保荐人及整体协调人豁免）及在本协议其他条款和条件的规限下：

- (a) 投资者将于上市日期或（若适用）延迟交付日期认购，且公司将发行、分配及发售，且整体协调人将分配及/或交付（视情况而定）或安排分配及/或交付（视情况而定）予投资者，投资者将通过整体协调人及/或其附属公司（以相关部分国际发售的国际承销商的国际代表身份）按发售价认购的投资者股份并作为国际发售的一部分； 及
- (b) 投资者将根据第4.2 条就投资者股份支付总投资额、佣金和征费。

2.2 投资者可选择于不迟于上市日期前三个营业日书面通知公司、联席保荐人及整体协调人，通过投资者的一家全资附属公司认购投资者股份。该全资附属公司为专业投资者，且为 (A) 一个合资格机构买家，或 (B) (i) 非美国人士；(ii) 位于美国境外；及 (iii) 根据 S 条例收购离岸交易中的投资者股份，但是：

- (a) 投资者应促使该全资附属公司于同日向公司、联席保荐人及整体协调人提供书面确认函，表示其同意遵守投资者在本协议中作出的相同协定、声明、保证、承诺、承认和确认，且投资者在本协议中作出的协定、声明、保证、承诺、承认和确认应视为由投资者为其自身和代表该全资附属公司作出；及
- (b) 投资者(i) 向公司、联席保荐人及整体协调人无条件且不可撤销地保证，该全资附属公司妥善且准时履行其在本协议项下所应遵守的所有的协定、义务、承诺、保证、声明、赔偿、同意、承认、确认及契诺；及 (ii) 承诺共同及个别地按照第6.6 条的规定，根据受偿方各方的要求，充分有效地给予弥偿及按要求维持弥偿。

本第2.2 条项下构成了投资者直接、主要且无条件的义务，即按照要求向公司、联席保荐人及整体协调人支付该全资附属公司在本协议项下任何应付款项，且按要求及时履行该全资附属公司在本协议项下的任何义务，而无需公司、联席保荐人及整体协调人先采取针对该全资附属公司或任何其他人士的措施。除非文义另有所指，投资者一词在本协议中应被理解为包含该全资附属公司。

2.3 公司及整体协调人可以根据第4.3 条自主决定于延迟交付日期交付全部或部分的投资者股份。

2.4 公司及整体协调人（代表其自身及全球发售的承销商）将以他们商定的方式决定发售价。投资者股份的确切数量将由公司及整体协调人根据附表一最终决定，且该决定为最终且对投资者具有约束力（除非出现明显错误）。

3. 交割前提条件

3.1 投资者在本协议项下根据第2.1 条认购投资者股份的义务，以及公司及整体协调人根据第2.1 条发行、分派、配售、分配及/或交付（视乎情况而定）或促使发行、分派、配售、分配及/或交付（视乎情况而定）投资者股份的义务，仅取决于各方于交割之时或之前满足或豁免（但第 3.1(a)条、第 3.1(b)条、第 3.1(c)条、第 3.1(d)条及第 3.1(e)条所载条件不得豁免，且第 3.1(f)条项下所载条件仅可由公司、联席保荐人及整体协调豁免）以下各项条件：

- (a) 香港公开发售承销协议和国际发售承销协议经订立并于不迟于该等承销协议指明的时间和日期（根据彼等各自的原定条款或其后协议各方通过协议豁免或更改的条款）已生效并须无条件履行，且上述承销协议均尚未被终止；
- (b) 发售价已由公司及整体协调人（代表他们自己和全球发售的承销商）根据各方将签署的定价协议协商确定；
- (c) 联交所已批准 H 股（包括投资者股份）上市和买卖并授予其他适用豁免和批准，包括与投资者认购投资者股份有关的事项，且该等批准、同意或豁免在 H 股于联交所开始买卖之前尚未被撤销；

- (d) 中国证监会已经受理中国证监会备案并在其网站上发布中国证监会备案的备案结果，且该等受理通知书和/或经公布的备案结果在 H 股于联交所开始买卖之前尚未被拒绝、撤回、撤销或使其无效；
- (e) 任何政府机构尚未制定或颁布任何法律禁止完成全球发售或本协议项下拟进行的交易，并且具有管辖权的法院未发出任何有效命令或禁制令阻止或禁止该等交易的进行；及
- (f) 投资者在本协议项下的各自声明、保证、承认、承诺和确认在所有方面均属准确、真实及完整且无误导性，且投资者并无违反本协议。

3.2 若于本协议日期后一百八十（180）日当日或之前（或公司、投资者、联席保荐人及整体协调人之间可能书面同意的其他日期），第3.1条所载的任何条件未获实现或未被各方豁免（但第3.1(a)条、第3.1(b)条、第3.1(c)条、第3.1(d)条及第3.1(e)条所载条件不得豁免，且第3.1(f)条项下的条件仅可由公司、联席保荐人及整体协调人豁免），投资者购买投资者股份的义务，以及公司及整体协调人发行、分派、配售、分配及/或交付（视乎情况而定）或促使发行、分派、配售、分配及/或交付（视乎情况而定）投资者股份的义务应终止，且投资者根据本协议向任何其他方支付的任何款项将由该其他方在不计利息且商业上可行的情况下尽快并在任何情况下不晚于本协议终止日期的三十(30)日内归还予投资者，而本协议将予以终止并不具有效力，且公司、联席保荐人及/或整体协调人的所有义务及责任应停止并终止；但根据本第3.2条终止本协议，不得影响任何一方在该等终止之时或之前就本协议所载条款对其他各方的已有权利或责任。为避免疑义，本条款中的任何内容均不得解释为赋予投资者对其违反投资者根据本协议在本条提及的日期前作出并保持有效的任何声明、保证、承诺、承认及确认予以补救的权利。

3.3 投资者承认无法保证全球发售将会完成、不会延迟、不会终止或发售价将在公开文件规定的示意性范围内，若因任何原因全球发售在预计的日期和时间延迟、终止、未能进行或没有完成或根本无法完成，或如果发售价不在公开文件规定的指示性范围内，公司、联席保荐人或整体协调人将不会对投资者承担任何责任。投资者特此放弃，以因全球发售因任何原因按预计的时间及日期延迟、终止、未能进行或未能完成或根本无法完成，或如果发售价不在公开文件规定的指示性范围内为由，任何对公司、联席保荐人及/或整体协调人或上述各方的附属公司、联属公司、高级管理人员、董事、监事（如适用）、雇员、顾问、联系人、代理及代表提出任何申索或诉讼的权利（如有）。

4. 交割

4.1 在第3条和本第4条的规限下，根据国际发售并作为国际发售的一部分，投资者将以发售价认购投资者股份，并通过整体协调人（和/或其各自的联属公司）以其作为国际发售相关部分的国际承销商代表的身份进行。据此，投资者股份的认购将同时与国际发售按公司、整体协调人确定的时间和方式交割。

倘公司、联席保荐人及整体协调人认为公司在上市日无法遵守 (a) 上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）规定或联交所另行豁免的最低公众持股量规定；(c) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由

流量要求；及/或(d)上市规则第18项应用指引第3.2段规定的分配予配售部分的投资者（基石投资者除外）的最低比例，公司、联席保荐人及整体协调人应有权以其唯一及绝对酌情权调整投资者认购及/或收购的投资者股份数目的分配，以确保遵守上市规则（或联交所授予之相关豁免的规定）。

- 4.2 不论投资者股份的交付时间和方式如何，投资者应于上市日期/不迟于上市日期前一（1）天上午 8:00（香港时间）或之前，以立即可用的港元资金通过电汇（向整体协调人通知投资人的港元银行账户）全数支付总投资额连同相关佣金和征费，其应向整体协调人于不迟于上市日期前一（1）个完整营业日书面通知投资者的有关港元银行账户进行支付，并且不得作出任何扣除或抵销，前述通知应（其中）包括付款账户详情和投资者根据本协议的应付总额。
- 4.3 若整体协调人自主确定所有或任何部分投资者股份将于晚于上市日期的日期（“**延迟交付日期**”）交付，整体协调人应在 (i) 不迟于上市日期前两（2）个营业日，书面通知投资者将会延迟交付的投资者股份数目；及 (ii) 不迟于实际延迟交付日期前两（2）个营业日，书面通知投资者延迟交付日期，但前提是，延迟交付日期不应晚于可以行使超额配股权最后一日之后三（3）个营业日。整体协调人的此类决定将对投资者具有决定性和约束力。如果投资者股份将在延迟交付日期交付给投资者，则投资者仍应依照第4.2条的规定支付投资者股份。
- 4.4 在根据第4.2条妥为缴付投资者股份的款项的规限下，向投资者交付投资者股份（视乎情况而定）应通过中央结算系统进行，方式是直接将投资者股份存入中央结算系统，以寄存于中央结算系统投资者户口持有人账户或投资者于不迟于上市日期前或根据第4.3条确定的延迟交付日期前三（3）个营业日书面通知整体协调人的中央结算系统股份账户。
- 4.5 在不影响第4.3条的前提下，投资者股份的交付亦可通过公司、联席保荐人、整体协调人和投资者书面同意的任何其他方式进行，但前提是，投资者股份的交付不晚于可以行使超额配股权最后一日之后三（3）个营业日，无论交付该投资者股份的时间和方式如何。
- 4.6 若未能按本协议规定的时间和方式及时（不论全部或部分）收取或结算总投资额款项和相关佣金和征费，公司、联席保荐人及整体协调人保留以其绝对酌情权决定终止本协议的权利，在此情况下，公司、联席保荐人及整体协调人的所有义务和责任应停止并终止（但不得影响公司、联席保荐人及整体协调人可能因投资者未能遵守其于本协议项下的义务而对其享有的任何申索）。投资者应根据第6.6条全权负责并应赔偿各受偿方因投资者未能全数支付总投资额款项、佣金和征费而可能蒙受或由其产生或与之相关的任何损失和损害赔偿，并确保其不受损失且使其获全数赔偿（按照税后标准）。
- 4.7 若出现公司、联席保荐人、整体协调人及/或其各自联属公司（视情况而定）无法控制的情形，包括但不限于天灾，洪水，战争（不论宣战或未宣战），恐怖主义，火灾，骚乱，叛乱，内乱，流行病或严重流行病（包括但不限于 SARS, H5N1, MERS and COVID-19），疾病的爆发、升级、变异或加重，灾难，危机，公共秩序混乱，地震，海啸，火山喷发，其他自然疾病，敌对行动的爆发或升级（不论宣战或未宣战），区域、国家或国际紧急状态，经济制裁，政治变化，政府运作瘫痪，运输中断或延误或严重中断，罢工，停工，其他工业行动，电力或其他供应的故障，飞机碰撞，技术故障，意外或机械或电力故障，计算机

故障或任何款项传输系统的故障或失败，禁运，劳动争议及任何现有或将来的法律、法令、法规的变更，或任何现有或将来政府活动的变更或类似的情形，从而阻止或延迟其履行本协议项下的义务，则公司、联席保荐人、整体协调人及其各自附属公司均不承担（无论共同或各自）未能或延迟履行本协议项下义务的责任，公司、联席保荐人及整体协调人均有权终止本协议，但应及时通知投资者。

5. 投资者限制

5.1 在第5.2 条的规限下，投资者为其自身及代表其全资子公司（若投资者股份由该全资子公司持有，如有）同意并向公司、联席保荐人及整体协调人作出契诺和承诺，未经公司、联席保荐人及整体协调人事先书面同意，自上市日期（含上市日期）起至上市日期满六（6）个月之日（含当日）结束的期间（“**禁售期**”）内任何时间，投资人将不会且将促使其附属公司不会直接或间接：(i) 以任何方式处置任何相关股份或处置持有相关股份的任何公司或实体的任何权益，包括任何可转换、可交换、可行使或代表有权获得上述证券的证券，或同意、订立协议或公开宣布订立此类交易的意向；(ii) 允许其最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或 (iii) 直接或间接进行任何与上述交易具有相同经济效果的交易。

5.2 在任何情况下，第5.1 条所载任何内容不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，但：

- (a) 于有关转让前至少五（5）个工作日，投资者及/或该全资附属公司（向公司、联席保荐人及整体协调人并为其利益以令其满意的条款）作出书面承诺同意，且投资者承诺促使该全资附属公司接受投资者于本协议项下的义务（包括第5条中对投资者施加的限制）约束，视同该全资附属公司自身承担该等义务和限制；
- (b) 该全资附属公司应被视为已作出第6条所规定的相同承认、确认、承诺、声明及保证；
- (c) 投资者和该投资者全资附属公司就其持有的所有相关股份而言，应被视作投资者，并应共同及各自承担本协议施加的所有义务和责任；
- (d) 若于禁售期届满前任何时间，该全资附属公司不再属于或将不再属于投资者的全资附属公司，其应（且投资者应促使该附属公司应）将其持有的相关股份立即且（在任何情况下于不再属于投资者的全资附属公司之前）完全并有效地转让予投资者或投资者另一家全资附属公司，该全资附属公司应或经投资者督促应（向公司、联席保荐人及整体协调人并为其利益以令其满意的条款）作出书面承诺，同意受投资者于本协议项下义务（包括本第5条中对投资者施加的限制）的约束，并作出本协议下的相同承认、确认、承诺、声明及保证，视同该全资附属公司自身承担该等义务和限制并且应连带承担本协议所施加的全部责任及义务；及
- (e) 该全资附属公司为 (A) 合资格机构买家，或 (B) (i) 不是美国人士；(ii) 位于美国境外，及(iii) 依据 S 条例收购离岸交易中的相关股份。

5.3 投资者同意并承诺，除经公司、联席保荐人及整体协调人事先书面同意外，投资者及其紧密联系人于公司全部已发行股本中（直接和间接）持有的总持股量

应一直低于公司全部已发行股本的 10%（或者上市规则所不时规定的用于定义“主要股东”的其他百分比）且投资者及其紧密联系人（定义见上市规则）不会成为公司所指的核心关连人士。此外，投资者及其紧密联系人（定义见上市规则）在公司已发行股本总额中的合计（直接及间接）不应导致持有公司证券股本的公众人士（根据《上市规则》的规定及（如适用）联交所的豁免，包括但不限于《上市规则》第 8.08 条（被修订并由第 19A.13A 条取代））低于《上市规则》第 8.08 条（被修订并由第 19A.13A 条取代）所规定的百分比或联交所可能批准并适用于公司的其他百分比。投资者同意，如果注意到上述任何情况，将书面通知公司、联席保荐人和整体协调人。

- 5.4 投资者同意，投资者持有公司股本为以自营投资为基础，并同意经公司、联席保荐人及/或整体协调人提出合理要求后向公司、联席保荐人及整体协调人提供合理证明，表明投资者持有公司股本是以自营投资为基础。投资者不得，且应促使其控股股东、联系人及其各自实益拥有人不得在全球发售中通过簿记建档程序提出 H 股（投资者股份除外）申请或买卖指示或在香港公开发售中提出 H 股申请。
- 5.5 投资者及其附属公司、董事、监事、高级管理人员、雇员或代理不得与公司、公司的控股股东、任何其他集团成员或其各自附属公司、董事、监事、高级管理人员、雇员或代理签订不符合或违反上市规则（包括上市指南第 4.15 章或由香港监管机构颁布的书面指引）的任何安排或协议（包括但不限于任何补充条款）。
- 5.6 投资者将在未获得外部融资的情况下使用内部资源为其认购投资者股份提供资金。

6. 确认、声明、承诺和保证

- 6.1 投资者向公司、联席保荐人及整体协调人声明、承诺、保证、承认、同意和确认：
 - (a) 公司、各联席保荐人及各整体协调人分别及其各自的附属公司、董事、监事（如适用）、高级管理人员、雇员、代理、顾问、联系人、合伙人及代表未作出任何声明、保证或者承诺或担保，全球发售将（于任何特定期间内）进行或完成或发售价将在公开文件规定的指示性范围内，并且倘若全球发售因任何原因延迟、未能进行或完成，或若发售价不在公开文件规定的指标范围内，上述人士概不对投资者承担任何形式的责任。；
 - (b) 公开文件和全球发售的其他销售和路演材料须披露本协议及投资者背景资料以及本协议项下拟进行的双方之间关系和安排，而公开文件和有关其他销售和路演材料和公告将提述投资者，针对全球发售或在其他情况下根据公司（清盘及杂项条文）条例和上市规则，本协议将尤其作为一份重大合约，并须送交香港监管机构存档并提供展示；
 - (c) 根据上市规则须向联交所提交或须在 FINI 上提交的有关投资者的资料将按需要与本公司、联交所、证监会及该等其他监管机构分享，并将纳入综合承配人名单并在 FINI 上向整体协调人披露；

- (d) 发售价将仅根据全球发售的条款和条件予以确定，且投资者将无权对此提出任何反对；
- (e) 投资者股份将由投资者通过整体协调人及/或其各自的联属公司以国际发售的国际承销商的国际代表的身份认购；
- (f) 投资者将接受受限于公司章程或公司其他组织或章程文件及本协议的条款及条件的投资者股份；
- (g) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；
- (h) 投资者股份的数量可能会受到上市规则第 18 项应用指引、上市指南第 4.14 章、上市规则附录 F1 所载配售指南的要求或联交所不时批准且适用于公司的其他该等比例的影响而在国际配售和香港公开发售之间重新分配；
- (i) 在本协议签订时或其前后或在此后但在国际发售交割前的任何时候，公司、联席保荐人及/或整体协调人与一名或多名其他投资者已订立或可能及/或建议订立类似的投资协议，作为国际发售的一部分；
- (j) 投资者股份尚未且不会根据证券法或美国任何州或其他司法管辖区的证券法规予以登记且不得被发售、转售、质押或以其他方式在美国直接或间接向美国人士或以任何美国人士之名义或为其利益转让，除非根据有效的登记声明或豁免于证券法登记要求或交易无需遵守证券法登记要求，也不得在任何其他司法管辖区进行转让，除非获得该等其他司法管辖区的适用法律许可；
- (k) 若投资者依赖于 144A 规则认购投资者股份，投资者股份将构成 144 规则含义所指的“受限制证券”；
- (l) 投资者理解并同意投资者股份仅可 (A) 根据 144 规则或根据证券法项下其他适用的豁免要求在美国境内进行转让；或 (B) 在“离岸交易”（定义见 S 条例）中在美国境外按照 S 条例以及在各情况下根据美国任何州及任何其他司法管辖区的适用证券法进行转让，任何代表投资者股份的任何股票须附有大致包含上述意思的说明；
- (m) 投资者理解，公司、联席保荐人、整体协调人或任何国际发售的国际承销商，针对证券法 144A 规则或证券法项下的任何其他豁免规定是否适用于其后再发售、转售、抵押或转让投资者股份，概无发表任何声明；
- (n) 除第 5.2 条规定外，在附属公司持有任何投资者股份的情况下，只要该附属公司在禁售期内持续持有任何投资者股份，则投资者需要促使该附属公司保持投资者的全资附属公司的身份并继续坚持遵守本协议项下条款及条件；
- (o) 投资者已收到（及日后可能收到）的资料可能构成有关投资者投资（或持有）投资者股份的重大非公开信息及/或内幕消息（如证券及期货条例所界定），且其将 (i) 除了出于评价其于投资者股份之投资的惟一目的或据法律要求而基于严格须知的标准向其联属公司、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收者**”）之外，其不会向其他

人披露该等信息，直至这些信息成为公开信息（非因投资者或其任何授权接收者过错的情况下）；(ii) 尽其最大努力确保其授权接收者（根据本 6.1(o)条向其披露该等信息的人），除却基于严格须知的标准向其他授权接收者披露以外，不会向其他任何人披露该等信息；及 (iii) 不会且将确保其授权接收者（根据本 6.1(o)条向其披露该等信息的人）不会，以可能违反有关该交易的美国、香港、中国或者任何其他适用司法管辖区证券法（包括内幕交易规定）的方式直接或者间接购买、销售或交易或以其他方式买卖公司或其联属公司或联系人的 H 股或者其他证券或衍生品；

- (p) 本协议、招股章程初稿及初步发售通函初稿所载的以保密方式提供予投资者及/或其代表的信息以及可能已经以保密方式提供予投资者及/或其代表的任何其他材料（无论口头或书面）不得复制、披露、发送或传播给任何其他人，且据此提供的信息和材料可能会变动、更新、修订及完成，且投资者不应依赖该等材料确定是否投资投资者股份。为避免疑义：
- (i) 招股章程初稿、初步发售通函初稿或可能已提供予投资者及/或其代表的任何其他资料，在禁止该等要约、招揽或销售的司法管辖区内，均不构成收购、购买或者认购任何证券的邀请或要约或招揽，以及招股章程初稿或初步发售通函初稿所载任何内容或提供予投资者及/或其代表的任何其他材料（无论口头或书面）均不构成任何性质合约或承诺的基础；
 - (ii) 不得基于初步发售通函初稿或招股章程初稿或可能已提供予投资者及/或其代表的任何其他材料（无论口头或书面）作出或接收有关认购、收购或购买任何 H 股或其他证券的要约或邀请；及
 - (iii) 初步发售通函初稿或招股章程初稿或任何其他可能已提供（无论以书面或口头方式）给投资者的任何其他资料，可能须在订立本协议后进一步修订，且投资者不应依赖该等资料决定是否投资投资者股份，且投资者在此同意该等修订（如有）并放弃其有关修订（如有）的权利；
- (q) 本协议共同或分别均不构成在美国或者任何其他认定该等要约为非法的司法管辖区作出的证券销售的要约；
- (r) 其已获提供其认为评估认购投资者股份利益和风险的所有必要或需要的资料，并且已获得提问机会并得到了公司、联席保荐人或整体协调人关于公司、投资者股份或其认为评估认购投资者股份利益和风险的所有必要或需要的其他有关事项的答复，而且公司已向投资者或其代理提供了投资者或其代表要求的、与投资投资者股份有关的所有文件和信息；
- (s) 在作出投资决策时，投资者依赖于及仅将依赖公司发出的国际发售通函所提供的信息，而非依赖公司或代表公司、联席保荐人及/或整体协调人（包括其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人和联属公司）在本协议日期当日或之前向投资者提供的任何其他信息，并且公司、联席保荐人、整体协调人和其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及联属公司对未包含在国际发售通函中任何该等信息或资料的准确性或完整性概不作出任何声明、保证或承诺，公司、联席保荐人、整体协调人和

其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及附属公司概不对投资者或其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及附属公司承担任何责任；

- (t) 任何联席保荐人、整体协调人、资本市场中介、其它全球发售的承销商及其各自的董事、监事、高级管理人员、雇员、附属公司、代理、联系人、附属公司、代表、合伙人及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其集团成员业务、经营、前景、财务或其他方面的状况，或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；且除最终国际发售通函规定者外，公司及其董事、监事、高级管理人员、员工、附属公司、代理、联系人、附属公司、代表及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其集团成员业务、经营、前景、财务或其他方面的状况或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；
- (u) 如投资者为或（直接或间接）将为相关股份实益拥有人或公司招股章程显示投资者为相关股份实益拥有人，其在（直接或间接）处置该任何相关股份时，将遵守本协议、上市规则或任何适用法律项下不时适用的所有限制（如有）；
- (v) 其已就公司、集团及投资者股份及本协议中的投资者股份认购条款自行作出调查，并就有关投资者股份的投资及其对投资者的合适性取得其认为必要或适当或其他满足其自身（包括税务、监管、财务、会计、法律、货币和其他方面）考量的（包括税务、监管、财务、会计、法律、货币和其他方面）独立意见，并尚未依赖且将无权依赖就全球发售而由或代表公司或任何联席保荐人、整体协调人、资本市场中介或承销商获得或进行（视情况而定）的任何（包括税务、监管、财务、会计、法律、货币和其他方面的）意见、尽职调查审查或调查或其他建议或支持，并且公司、联席保荐人、整体协调人或其各自的联系人、附属公司、董事、监事、高级管理人员、雇员、顾问或代表，或全球发售涉及的任何其他方，对投资者股份认购的或关于投资者股份买卖的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果，概不承担任何责任；
- (w) 投资者理解目前就投资者股份并无公开市场存在且公司、联席保荐人、整体协调人或全球发售涉及的任何其他方不保证将会有投资者股份的公开或活跃市场存在；
- (x) 若全球发售延迟或终止或因任何原因未能完成，公司、联席保荐人、整体协调人或者其各自的任何联系人、附属公司、董事、监事、高级管理人员、雇员、顾问、代理或代表对投资者或其附属公司概不存在任何责任；
- (y) 公司及整体协调人将有绝对酌情权改变或调整：(i) 全球发售下发行的 H 股数量；及 (ii) 香港公开发售及国际发售各自的 H 股数量；
- (z) 投资者已同意，于上市日期上午 8:00（香港时间）之前支付总投资额及相关佣金和征费；

- (aa) 公司及整体协调人可以全权及绝对的权力酌情决定调整投资者 H 股数目的分配，以符合上市规则第 8.08(3)条（该条订明，于上市日期公众持股中最多 50%可由前三大公众股东实益拥有），(ii) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）或联交所另行豁免的公众持股量规定；(iii) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求；及 (iv) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例；
- (bb) 除本协议以及投资者在投资者认购投资者股份前订立的保密协议外，投资者（一方）与本公司、本公司任何股东、联席保荐人及/或整体协调人（另一方）之间概无就全球发售订立任何其他协议；
- (cc) 投资者未基于如下原因收购投资者股份，且投资者或任何其联属公司或任何代其行事之人未曾且将来亦不会就投资者股份从事 (i) 任何定向销售活动（定义见 S 条例），或 (ii) 任何关于投资者股份的一般招揽或一般广告（定义见证券法 D 条例 502(c)规则）；
- (dd) 任何股份相关的交易须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律下关于 H 股买卖的限制；
- (ee) 公司将不会承认任何非按照本协议限制就相关股份进行的发售、出售、质押或其它转让。

6.2 投资者进一步向公司、联席保荐人及整体协调人作出以下声明、保证和承诺：

- (a) 其已根据其注册成立地的法律合法注册成立，并有效存在且并无清算或清盘之申请、命令或生效的决议；
- (b) 其具备接收及使用本协议下的信息（包括但不限于本协议、招股章程草稿及初步发售通函草稿）的资格，并且不会违反适用于该等投资者的法律或被要求于投资者所在的司法辖区注册或持有牌照；
- (c) 其具备拥有、使用、租赁及经营其资产并开展其当前所开展的业务的合法权利及授权；
- (d) 其拥有签署和交付本协议，订立和执行本协议规定的交易并履行本协议项下的义务要求的全部权力、授权和能力，并已采取一切行动（包括获得所有任何政府和监管机构或第三方的必要同意、批准和授权）；
- (e) 本协议已经由投资者正式授权、执行和交付，并构成根据本协议条款可对投资者强制执行的合法、有效和具有约束力的义务；
- (f) 其已采取，及在本协议期间将采取所有必要行动，履行其在本协议项下的义务并使本协议和本协议拟进行的交易生效，并遵守所有相关法律；
- (g) 根据适用于投资者的任何相关法律以及投资者在本协议项下认购投资者股份方面需要获得的所有同意、批准、授权、许可和注册（“**批准**”）均已获得且具有完全效力且所有批准尚未被无效化、收回、撤回或搁置且所有批准均不受任何未满足或履行的先决条件约束；截至本协议签署之日，所有批准尚未被无效化、收回、撤回或搁置，投资者也不知悉任何可能导致批准被无效化、收回、撤回或搁置的事实或情况。投资者进一

步同意并承诺，如果任何批准因任何原因被无效化、收回、撤回或搁置或不再完全有效，将立即书面通知公司、联席保荐人及整体协调人；

- (h) 投资者签署及交付本协议、投资者履行本协议及投资者股份的认购不会违反或导致投资者违反：(i) 投资者的公司组织章程大纲及其细则或其他组织或章程文件或 (ii) 投资者就本协议拟进行的交易须遵守的任何司法管辖区的法律或就认购投资者股份在其他情况下可能对投资者适用的法律或 (iii) 对投资者具有约束力的任何协议或其他文件或 (iv) 对该投资者有管辖权的任何政府机构的判决、命令或判令；
- (i) 其已遵守且将遵守所有与认购投资者股份有关的具有管辖权地区的所有适用法律，包括直接或间接通过公司、联席保荐人及/或整体协调人，按联交所、深交所、证监会、中国证监会及/或其他政府、公共、货币或监管机构或部门和证券交易所（统称“**监管机构**”）的要求及时间范围内，向该等监管机构提供信息或促成或促使提供适用法律或该等监管机构不时要求的信息并接受且同意披露该等信息（包括但不限于，(i) 投资者及其最终实益拥有人及/或最终负责提供有关投资者股份认购指示的人士的身份信息（包括但不限于其各自的名称和注册地点）；(ii) 本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份数量、总投资额以及本协议项下的禁售限制）；(iii) 涉及投资者股份的任何掉期安排或其他金融或投资产品及其详细信息（包括但不限于认购者及其最终受益所有人以及该掉期安排或其他金融或投资产品的提供者的身份信息）；及/或(iv) 投资者或其实益拥有人和联系人与公司及其任何股东之间的任何关联关系（统称为“**投资者相关信息**”）。投资者进一步授权公司、联席保荐人、整体协调人或其各自联属公司、董事、高级管理人员、员工、顾问及代表按监管机构的要求向监管机构披露投资者相关信息及/或按上市规则或适用法律要求或按任何相关监管机构要求在任何公开文件或其他公告或文件中进行披露；
- (j) 投资者各自在金融和业务方面拥有下列相关知识和经验：(i) 其能够评估对投资者股份的潜在投资的利益和风险；(ii) 其能够承担该投资的经济风险，包括其对投资者股份投资造成的全盘损失；(iii) 其已收到其认为对决定是否投资投资者股份而言必要或适当的全部资料；及 (iv) 其在投资类似发展阶段的公司的证券交易方面拥有丰富经验；
- (k) 其正常业务为购买或销售股份或公司债券或其为一名专业投资者。签订本协议，其就协议包含的交易而言，并非任何联席保荐人、整体协调人、资本市场中介或其他承销商的客户；
- (l) 投资者基于专有投资以其自己名义认购投资者股份，作投资目的，而非旨在分派由其根据本协议认购的任何投资者股份，该投资者无权提名任何人成为公司的董事、监事或高级管理人员；
- (m) (i) 若在美国境内认购投资者股份，则其为合格机构买家；或 (ii) 若在美国境外认购投资者股份，则其属在 S 条例所定义的“离岸交易”中购买投资者股份，且其并非美国人士；
- (n) 投资者认购投资者股份的交易根据证券法豁免或无须遵守注册要求；

- (o) 投资者及其实益拥有人及/或联系人 (i) 为独立于公司的第三方；及 (ii) 非为公司的关连人士（定义见上市规则）或其联系人，且投资者认购投资者股份不会导致投资者及/或其实益拥有人成为公司的一名关连人士（定义见上市规则），无论投资者与可能签订（或已签订）本协议所述的任何其他协议的任何其他方之间有任何关系，并紧随交割后就公司控制权将独立于任何关连人士并不与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）； (iii) 有足够的财务能力满足本协议项下的所有义务； (iv) 未直接或间接接受(a)公司的任何核心关连人士（定义见上市规则）或(b)公司、公司的任何董事、最高行政人员、控股股东、主要股东或现有股东或公司的任何附属公司，或其各自的任何紧密联系人（定义见上市规则）的资助、资金或支持，其就公司证券的收购、出售、投票或任何其他处置并非惯常接受且并未接受彼等人士的指示；及(v)除非已向公司、联席保荐人及整体协调人另行书面披露，否则与公司或其任何股东不存在关联关系；
- (p) 投资者将使用自有资金认购投资者股份，并且其尚未且不打算获得贷款或其他形式的融资来履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人均非任何全球发售的联席保荐人、整体协调人、簿记管理人、牵头经办人、资本市场中介、全球发售的承销商、牵头经纪或任何分销商的“关连客户”。“关连客户”、“牵头经纪”和“分销商”均具有上市规则附录 F1（股本证券的配售指引）所赋予的含义；
- (r) 投资者账户并非由相关交易所参与者（定义见上市规则）按照全权委托管理投资组合协议管理。“**全权委托管理投资组合**”一词应具有上市规则附录 F1（股本证券的配售指引）所赋予的含义；
- (s) 投资者的实益拥有人或其各自的联系人均非公司董事（包括过去 12 个月内担任董事）、监事或公司现有股东或其联系人或上述任何人士的提名人；
- (t) 除先前书面通知联席保荐人、整体协调人外，投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单模板中所载或须在 FINI 界面或按上市规则有关承配人的信息的要求所须披露之的任何承配人类别（“基石投资者”除外）；或 (b) 根据上市规则（包括上市规则第 12.08A 条）须在公司的配发结果公告中注明的任何承配人类别；
- (u) 投资者尚未与且将不会与任何“分销商”（定义见 S 条例）就分销 H 股订立任何合约安排，除非与其联属公司订立合约，或事先获得公司书面同意；
- (v) 投资者股份的认购将遵守上市规则附录 F1（股本证券的配售指引）及上市指南第 4.15 章；
- (w) 投资者或其任何联属公司、董事、监事、高级管理人员、雇员、代理或代表，均未通过补充条款或其他方式接受公司、公司的控股股东、任何集团成员或其各自的联属公司、董事、监事、高级管理人员、雇员、代理或代表在全球发售中提供的任何直接或间接利益或者签订关于上述事

项的任何协议或安排，或者以其他方式从事不符合或违反上市指南第4.15章的任何行为或活动；

- (x) 投资者、其实益拥有人及/或联系人均不可使用由公司、其附属公司或公司的关连人士、任何一位联席保荐人、整体协调人，或由全球发售的任何一位承销商或资本市场中介（直接或间接）进行的融资认购本协议项下的投资者股份；投资者及其各个联系人（如有）独立于且与已参与或将参与全球发售的其他投资者及其任何联系人均无关联；
- (y) 除本协议规定的情况外，投资者尚未与任何政府机构或任何第三方就任何投资者股份达成任何安排、协议或承诺；
- (z) 除之前以书面形式向公司、联席保荐人及整体协调人披露的情况外，投资者、其实益拥有人及/或联系人尚未达成也不会达成任何掉期安排或其他涉及投资者股份的金融或投资产品；
- (aa) 除根据本协议外，投资者或其任何控股股东、联系人及其各自的实益所有人均未就全球发售项下的任何 H 股提出申请或通过累计投标询价程序下订单；及
- (bb) 投资者及其紧密联系人（定义见上市规则）于公司全部已发行股本中持有的总持股量（直接或间接）不得导致公众人士（定义见上市规则）持有公司的总证券量低于上市规则要求的比例或联交所批准的其他比例。

6.3 投资者向公司、联席保荐人及整体协调人声明与保证，附表二所载有关其自身及其作为一家成员公司的集团公司的说明及所有向监管机构及/或公司、联席保荐人、整体协调人及其各自的联属人提供或按前述人士要求提供的投资者相关信息在所有方面均属真实、完整、准确并不存在误导。在不影响第6.1(b)条规定的情况下，投资者不可撤销地同意将其名称和本协议（包括附表二所载）的全部或部分说明提及并载入全球发售的公开文件、销售及路演材料，及（只要公司、联席保荐人及整体协调人全权认为需要）由公司、联席保荐人及/或整体协调人可能发布或代表其发布的该类其他公告或公示文件。投资者承诺尽快提供与其本身、其所有权（包括最终实益所有权）及/或公司、联席保荐人及/或整体协调人可能合理要求的有关的其他资料及/或证明文件，以确保其遵守适用法律及/或公司或证券登记及/或主管的监管机构（包括联交所、证监会和中国证监会）的要求。

6.4 投资者在此同意，在审查公开文件初稿及不时提供给投资者的关于全球发售的其他销售材料中对其自身及其作为一家成员公司的集团公司的说明，并根据投资者合理要求（如有）加以修改之后，投资者应被视为保证对其自身与其作为一家成员公司的公司集团的相关说明在所有方面均属真实、准确、完整且不存在误导，并同意，如果其中的任何保证、承诺、陈述或确认不再准确和完整，或在任何方面产生误导，将立即以书面形式通知公司、联席保荐人及整体协调人。

6.5 投资者理解，第6.1和6.2条中的保证、承诺、声明、同意、确认及承认应根据（其中包括）香港法律及美国证券法的要求作出。投资者确认，公司、联席保荐人、整体协调人、其他全球发售承销商及其各自的附属公司、代理、联属公司和顾问、以及其他人士将依赖第6.1和6.2条所载的投资者保证、承诺、声明、

同意、确认及承认的真实性、完整性和准确性，且其同意，若第6.1和6.2条中的任何保证、承诺、声明、同意、确认及承认在任何方面不再准确或完整或存在误导，将立即书面通知公司、联席保荐人及整体协调人。

- 6.6 对于受偿方提出或提起的与投资者股份认购及其项下的交易、投资者股份或本协议有关的（包括由投资者或其高级管理人员、董事、监事、雇员、员工、联属公司、代理、代表、联系人或合伙人违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌的作为或不作为）任何及全部损失、成本、费用、申索、行动、责任、法律程序或损害赔偿以及受偿方可能就因前述各项提起的或由前述各项引起的与之有关的任何申索、行动或法律程序或在该等申索、行动或法律程序的争议或抗辩中蒙受或招致的任何及所有成本、费用、损失或开支，投资者同意并承诺投资者将按要求向公司、联席保荐人、整体协调人、及其他全球发售的承销商，各自为其自身以及受托为其各自的联属公司，任何在证券法意义上对其有控制权的人，及其各自的高级管理人、董事、监事、雇员、员工、联系人、合伙人、代理和代表（合称为“**受偿方**”）作出全额及有效的补偿，并保证他们不承担任何责任（按照税后标准）。在所有情况下，本第6.6条在本协议终止后继续有效。
- 6.7 投资者根据第6.1条、第6.2条、第6.3条、第6.4条、第6.5条及第6.6条（视乎情况而定）作出的各项承认、确认、声明、保证和承诺应被理解为单独的承认、确认、声明、保证或承诺，且应被视为于上市日期以及如适用，延迟交付日重复作出，并在本协议签署和履行后以及全球发售交割后继续有效。
- 6.8 公司声明、保证并承诺：
- (a) 公司是按照其中国法律正式成立和有效存续的企业；
 - (b) 公司拥有充分权力、授权和能力订立本协议和履行其于本协议项下的义务，并已采取所需的一切行动；
 - (c) 受限于第4.2条规定的全额付款及第5.1条规定的禁止期限，当投资者股份根据第4.4条交付予投资者时应为全额缴足股款、自由转让并不设有任何购股权、留置、押记、按揭、抵押、申索、衡平权益、产权负担和其他第三方权利，并与当时发行和将于联交所上市的H股享有同等权益；
 - (d) 公司及其控股股东（定义见上市规则）、集团任何成员公司及其各自的联属公司、董事、监事、高级管理人员、雇员和代理并无与投资者或其联属公司、董事、监事、高级管理人员、雇员或代理订立任何协议或安排（包括任何不符合上市规则（包括上市指南第4.15章）的补充条款）；及
 - (e) 除本协议规定外，公司或集团任何成员公司或其各自的任何联属公司、董事、监事、高级管理人员、雇员或代理均未就任何投资者股份与任何政府机构或任何第三方达成任何安排、协议或承诺。
- 6.9 公司承认、确认并同意，投资者将依赖国际发售通函所载资料，且投资者与在国际发售中购买H股的其他投资者就国际发售通函享有相同的权利。
- 6.10 投资者无条件且不可撤销地向公司、联席保荐人及整体协调人承诺并保证：

- (a) 其将促使经中国有关政府部门批准的合格境内机构投资者(“QDII”)向公司、联席保荐人及整体协调人交付一份有效执行、具约束力及可执行的承诺, 其形式及实质均令公司、联席保荐人及整体协调人满意, 并受其约束, 给予、作出和履行投资者因本协议产生、根据本协议或与之相关的所有义务、承诺、陈述、保证、赔偿和责任(“**投资者义务**”); 及
- (b) 它将促使 QDII 适当和准时地履行和遵守所有投资者义务。

7. 终止

7.1 本协议可在下列情况下终止:

- (a) 根据第3.2条或4.6条或4.7条终止本协议;
- (b) 如投资者或投资者之全资附属公司(如投资者股份已根据上述第5.2条转让)在国际发售交割之日或, 如适用, 延迟交付日当日或之前严重违反本协议(包括严重违反投资者在本协议项下的声明、保证、承诺和确认), (尽管有任何与本协议相反的规定), 仅公司或各联席保荐人及整体协调人可终止本协议; 或
- (c) 经所有各方书面同意终止本协议。

7.2 如本协议按照第7.1条终止, 各方无义务继续履行其各自在本协议项下的义务(下文第8.1条规定的保密义务除外), 在不影响在该终止时或之前任何一方就本协议条款已对其他方产生的权利或责任的情况下, 各方在本协议项下的权利和责任(第6.6条及第11条规定的权利和责任除外)应终止, 任何一方不得向任何其他各方提出任何申索。

7.3 尽管本协议终止, 第6.6条、投资者提供的赔偿, 以及第8.1条、第10条、第11条、第12条及第13条仍然有效。

8. 公布和保密

8.1 除本协议及投资者签订的保密承诺另有规定外, 未经其他各方事先书面同意, 任何一方不得披露与本协议、本协议拟进行的交易或涉及公司、联席保荐人、整体协调人和投资者的任何其他安排有关的资料。但是, 尽管有上述规定, 任何一方可在下列情况下就本协议作出披露:

- (a) 本协议可向联交所、证监会、中国证监会及/或对公司、联席保荐人及/或整体协调人有监管权的任何其他监管机构披露, 投资者背景以及公司和投资者之间的关系可在公司将发出或代表其发出的公开文件以及公司、联席保荐人及/或整体协调人就全球发售将发出或代表其发出的销售、路演材料及其他公告中说明;
- (b) 本协议可向各方的法律和财务顾问、审计师、其它顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理披露, 但仅限于上述人员需要知道的范围内, 但该方应 (i) 促使该方的该等法律、财务及其他顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理均获悉并遵守本协议所载的所有保密义务, 及 (ii) 就该方的该等法律、财务及其他顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理违反保密义务而承担责任; 及

- (c) 任何一方按任何适用法律、对该方有管辖权的任何政府机构或组织（包括联交所、证监会及中国证监会）、证券交易所规则（包括根据公司（清盘及杂项条文）条例和上市规则将本协议作为重大合约送交香港公司注册处登记并提供本协议作为展示文件）或任何主管政府机构的任何具有约束力的判决、命令或要求的规定可以其他方式作出披露。
- 8.2 投资者不得就本协议或任何本协议相关事宜作出其他提及或披露，除非投资者已就该等披露的原则、形式及内容事先征求公司、联席保荐人及整体协调人的事先书面同意。
- 8.3 公司应尽合理努力于发布前提供任何在公开文件中有关本协议、公司和投资者之间的关系和关于投资者的基本背景资料，供投资者审阅。投资者均应配合公司、联席保荐人及整体协调人，以确保该等公开文件提及的内容系属真实、完整、准确且不存在误导，且没有在公开文件中省略重要信息，并及时向公司、联席保荐人及整体协调人及其各自的律师提出意见并提供验证文件。
- 8.4 投资者承诺，就第8.1条所述任何披露的准备，及时提供合理所需的全部协助（包括提供公司、联席保荐人或整体协调人合理要求的与其本身、其所有权（包括最终实益所有权及与公司的关系）、及/或在其他方面与本协议提及事项相关的进一步信息及/或支持文件），以 (i) 在本协议日期后更新公开文件中的有关投资者的描述并验证该等提及内容，并 (ii) 使公司、联席保荐人及/或整体协调人遵守适用的公司或证券登记规定及/或主管监管机构（包括联交所、证监会、中国证监会）提出的要求。

9. 通知

- 9.1 所有本协议项下的通知均应以英文或中文书面形式作出，并以第9.2条规定的方式送达至以下地址：

若送达公司：

地址：中国湖南省长沙市雨花区运达中央广场 B 座 11 楼
邮件：tanghuateng@cnggrgf.com.cn
收件人：唐华腾

若送达投资者：湖南兴湘新兴产业投资基金合伙企业（有限合伙）

地址：中国湖南省长沙市天心区友谊路湘城万兴 3 楼
邮件：lijunlin@hnxxjt.com.cn
收件人：李军霖

若送达摩根士丹利：

地址：香港九龙柯士甸道西 1 号环球贸易广场 46 楼
邮件：pj_matrix_core@morganstanley.com
收件人：Project MatriX

若送达华泰：

地址：香港皇后大道中 99 号中环中心 62 楼

邮件: projectmatrix@htsc.com

收件人: Project MatriX team

若送达中金:

地址: 香港中环港景街 1 号 国际金融中心一期 29 楼

邮件: ib_project_matrix@cicc.com.cn

收件人: 曾智聪

若送达农银国际:

地址: 香港干诺道中 50 号 中国农业银行大厦 11 楼

邮件: abcic.ecm@abci.com.hk

收件人: ABCI ECM

- 9.2 本协议项下的任何通知均应由专人送递或电子邮件或以传真（如适用）或邮寄（预付邮资）形式发送。任何通知通过专人送递的，视为在交付时送达；以传真形式发送的，视为在收到传送确认书时送达；以电子邮件发送，则在发送时间之后立即发送（按照发件人发送电子邮件的设备上记录的时间，无论电子邮件是否已确认，除非发件人收到电子邮件未送达的自动消息），以预付邮资邮寄方式寄送的，在无证据表明提早收到时，视为在寄出后 48 小时（若为航空邮寄则寄出后六天）送达。任何通知在非营业日送达的应视为在该日期之后的下一个营业日送达。

10. 一般条款

- 10.1 各方均确认并声明，本协议已由其正式授权、签署并交付，并构成其合法、有效且具有约束力的义务，并按照协议条款具有强制执行力。除公司就实施全球发售可能要求的有关同意、批准和授权外，各方在履行各自在本协议项下的义务时均无需取得其公司、股东或其他同意、批准或授权。各方均进一步确认其能够履行本协议项下的责任。
- 10.2 除明显错误，公司、联席保荐人及整体协调人真诚地就投资者股份数目和发售价所作的计算和确定，就本协议而言，应为有决定性和约束力。
- 10.3 本协议规定的联席保荐人及整体协调人的责任为个别的（而非共同，或共同连带）责任。联席保荐人或整体协调人均不因任何其他联席保荐人或整体协调人未履行其在本协议项下的各自责任而承担法律责任，且该等未履行不应影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人及整体协调人应有权单独或与其他联席保荐人及整体协调人共同强制执行其在本协议项下任何或全部权利。
- 10.4 就本协议及本协议项下的交易而言或与本协议有关的需要或可能需要向第三方发出的任何通知或第三方的任何同意及/或批准等方面，投资者、公司、联席保荐人及整体协调人应予以配合。
- 10.5 本协议任何变更或修改在以书面形式作出并经所有各方或其代表签字后方可生效。为避免疑义，对本协议的任何变更或修改均无需事先通知非本协议一方的任何人或获得其同意。

- 10.6 本协议将仅以中文签署。
- 10.7 除相关各方书面同意的情况外，各方应承担各自在本协议项下产生的法律和专业费用、成本或开支，但本协议项下拟进行交易所产生的印花税应由有关的转让方/卖方以及相应的受让方/买方按相同份额承担。
- 10.8 时间是本协议的关键，但本协议中提及的任何时间、日期或期限均可通过各方之间共同的书面协议予以延长。
- 10.9 即使按照第4条完成交割，本协议所有条款在能够获履行或遵守的情况下应持续拥有完全效力和作用，但有关当时已履行的事项除外，且除非该等条款经各方书面同意终止。
- 10.10 除投资者作出的保密承诺外，本协议构成各方之间与投资者投资公司相关的完整协议和谅解备忘录。本协议将取代各方此前达成的与协议标的相关所有书面或口头承诺、保证、担保、声明、通讯、谅解备忘录和协议。
- 10.11 在本第10.11条中另有规定的范围内，任何非本协议一方的人无权享有任何根据合约（第三者权利）条例强制执行本协议任何条款的权利，但这不影响第三方在合约（第三者权利）条例外存在或可获得的权利或救济：
- (a) 受偿方可如同本协议一方以相同的程度强制执行和依赖第6.6条。
 - (b) 本协议的终止、撤销及本协议任何条款的修改、变更或放弃无需第11.11(a)条所述之人的同意。
- 10.12 各联席保荐人及整体协调人均有权且在此获授权按其认为适当的方式和条件（无论是否完成正式手续，也无需按规定就该转授向公司或投资者事先发出通知），将其全部或任何相关权利、义务、权力和自由裁量权转授予其一家或多家联属公司。尽管有任何上述转授，对获转授相关权利、义务、权力及/或自由裁量权的任何联属公司的作为和不作为，该联席保荐人或整体协调人根据本款仍须承担责任。
- 10.13 任何一方延迟或未能（全部或部分）行使或强制执行本协议或法律给予的任何权利均不得视为放弃或豁免权利，也不得以任何方式限制该方进一步行使或强制执行该权利或其他任何权利的能力，且单独或部分行使任何该权利或救济不得排除其他或进一步行使该权利或救济或行使任何其他权利或救济。本协议规定的权利、权力及救济是累积性的，并不排除任何权利、权力和救济（无论是否依据法律或其他规定）。除非以书面形式作出并由放弃方签署，否则任何对向对方追究违约责任的放弃均属无效，也不得暗示有该等放弃。
- 10.14 如任何时候，本协议任何条款在其任何方面，于任何司法管辖区的法律下，属非法、无效或不可强制执行，不应影响或有损：
- (a) 本协议任何其他条款在有关司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条款或任何其他条款在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议仅对各方及其各自的继承人、执行人、管理人、继任者及被许可的受让人具有约束力，且仅为各方及其各自的继承人、执行人、管理人、继任者和被

许可受让人的利益而适用，任何其他人均不得根据或凭借本协议取得或拥有任何权利。除内部重组或重整外，任何一方均不得让与或转让本协议中的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。

- 10.16 在不损害其他各方就其蒙受的所有损失和损害向投资者提出申索的所有权利的前提下，倘若投资者在上市日期当日或之前出现任何违反保证的行为，虽有与本协议相反的规定，公司、联席保荐人及整体协调人有权解除本协议，且各方在本协议项下的所有义务应立即终止。
- 10.17 每一方均向其他方承诺，其应签署并履行，且促使他方签署并履行本协议条款生效所需的其他文件和行动。
- 10.18 每一方不可撤销且无条件地同意，可以通过附加电子签名的方式签署本协议，前提是遵守适用法律，并且所使用的方法可靠且适合于传达文件中包含的信息的目的。

11. 管辖法律和管辖权

- 11.1 本协议及各方之间的关系受香港法律的管辖并据香港法律解释。
- 11.2 因本协议或其违约、终止或无效产生或与之有关的任何争议、争端或索赔（“**争议**”）均应根据提交仲裁申请之日有效的香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地为香港。应有三名仲裁员，仲裁程序用语为中文。仲裁庭的判定和裁决是终局的，且对各方均具约束力，可在拥有管辖权的任何法院录入并强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

- 12.1 如果在任何司法管辖区的任何法律程序（包括但不限于仲裁程序）中，投资者已经或可以（基于主权或皇室地位或其他理由）为其自身或其资产、财产或收入主张对以下各项的任何豁免权：诉讼、起诉、程序或其他法律流程（包括但不限于仲裁程序），抵销或反诉，任何法院的司法管辖权，送达程序，任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）的辅助程序或协助执行，或对任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）提供任何救济或强制执行的其他诉讼、起诉或程序，或如果在任何该等程序中可能有归因于其本身或其资产、财产或收入的任何该等豁免（无论是否主张），则各投资者特此不可撤销且无条件地放弃并同意不就该等程序申请或主张任何该等豁免。

13. 法律程序文件代理人

- 13.1 投资者不可撤销地委任位于香港中环皇后大道中 99 号中环中心 9 楼全层的皓天财经集团有限公司，为其和代表其接收香港程序中法律程序文件的送达。该等送达在向法律程序文件代理人交付时视为完成（不论是否转发给投资者或由投资者接收）。

- 13.2 如果出于任何原因，法律程序文件代理人不能够再担任或在香港不再有住址，投资者不可撤销地同意委任公司、联席保荐人及整体协调人能够接受的替代法律程序文件代理人，并于三十（30）日内向公司、联席保荐人及整体协调人交付新任法律程序文件代理人接受委任的文件副本。

14. 对美国特别决议制度的认可

- 14.1 如果任何属适用主体的全球发售下的承销商成为根据美国特别决议制度进行的法律程序所涉的对象，该承销商对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。
- 14.2 如果任何属适用主体的全球发售下的承销商或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。

“《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k)节中对“关联方”规定的含义，并据之解释。

“适用主体”是指以下任何主体：

《美国联邦法规》第 12 篇第 252.82(b)节中定义（且据其解释）的“适用实体”；
《美国联邦法规》第 12 篇第 47.3(b)节中定义（且据其解释）的“适用银行”；或
《美国联邦法规》第 12 篇第 382.2(b)节中定义（且据其解释）的“适用金融服务机构”。

“违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释。

“美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

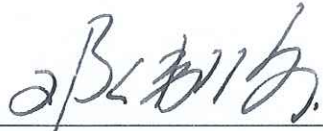
15. 协议副本

- 15.1 本协议一式多份，由各方签署单独副本。每份副本均视为正本，但所有副本共同构成一份相同的法律文书。通过电子邮件附件（PDF）或者传真方式发送本协议已签署副本的签字页，应视为有效的交付方式。

本协议已由各方合法授权代表于本协议开头所载日期签署，特此证明。

为且代表

中伟新材料股份有限公司



姓名：邓伟明

职务：执行董事

为且代表

湖南兴湘新兴产业投资基金合伙企业（有限合伙）



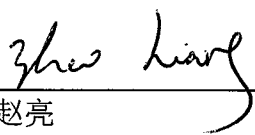
张亮

姓名：张亮

职务：执行事务合伙人委派代表

为且代表

摩根士丹利亚洲有限公司



姓名：赵亮
职务：董事总经理

为且代表

华泰金融控股（香港）有限公司



姓名：刘玉麒

职务：执行董事

为且代表

中国国际金融香港证券有限公司

A handwritten signature in black ink, appearing to read 'Cui Tong', written over a horizontal line.

姓名：曾智聰

职务：执行总经理

为且代表

农银国际融资有限公司



姓名：卞京

职务：董事总经理

附表一
投资者股份

投资者股份的数量

投资者股份的数量应等于 (1)10,000,000 美元 (US\$10,000,000) (不包括投资者将就投资者股份支付的佣金及征费) 除以 (2) 发售价, 四舍五入至最接近的 200H 股整笔交易单位数量。

另外, 联席保荐人、整体协调人和公司可以其唯一及绝对酌情权调整投资者股份数目的分配, 从而满足上市规则的相关要求, 包括但不限于 (i) 上市规则第 8.08(3)条的要求 (该条款规定, 于上市日期由公众人士持有的证券中, 由持股量最高的三名公众股东实益拥有的百分比, 不得超过 50%), (ii) 上市规则第 8.08(1)条 (被修订并由第 19A.13A 条取代) 规定的最低公众持股量要求或联交所豁免的其他要求, (iii) 上市规则第 8.08A 条 (被修订并由第 19A.13C 条取代) 规定的最低自由流通量要求, 或 (iv) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者 (基石投资者除外) 的最低比例。此外, 整体协调人和公司可自行决定调整投资者股份数量, 以遵守上市规则附录 F1 (股权证券的配售指引)。

附表二
投资者详情

投资者

注册地：	长沙高新开发区岳麓西大道 588 号芯城科技园 4 栋 401C-88 房
注册证编号：	430193200114976
营业执照号：	91430100MA4RKT840W
LEI 号码：	无
业务地址、电话号码及联系人：	天心区友谊路湘城万兴 3 楼，13907440005，李军霖
主营业务：	主要从事非上市类股权投资活动。
最终控股股东：	湖南兴湘投资控股集团有限公司
最终控股股东的注册地：	长沙市天心区友谊路 332 号
最终控股股东的营业执照号和 LEI 号码：	统一社会信用代码：91430000772273922H； LEI 号码：300300D2L13VWQXF4292
最终控股股东的主营业务：	系湖南省唯一省属国有资本运营平台，主业定位为股权管理与金融服务、国有资产管理与国企改革服务、科技成果转化与产业投资、国资国企智库。
股东及股东持有的权益：	湖南兴湘投资控股集团有限公司持股 99%、湖南兴湘资本管理有限公司持股 0.67%、湖南兴湘新兴产业投资基金管理有限公司持股 0.33%
投资者说明供载入招股章程：	湖南兴湘新兴产业母基金 湖南兴湘新兴产业投资基金合伙企业（有限合伙）（「湖南兴湘新兴产业母基金」）于 2020 年 8 月 13 日在中国成立的私募股权基金，旨在支持湖南省现代产业体系的发展，重点投向战略新兴产业。截至最后实际可行日期，湖南兴湘新兴产业母基金的基金规模达人民币 120 亿元。

湖南兴湘投资控股集团有限公司（「湖南兴湘集团」）、湖南兴湘集团全资附属公司湖南兴湘资本管理有限公司（「湖南兴湘资本」）及基金管理人湖南兴湘新兴产业投资基金管理有限公司（「湖南兴湘新兴产业公司」）分别持有湖南兴湘新兴产业母基金 99%、0.67% 及 0.33% 的股权。湖南省人民政府国有资产监督管理委员会与湖南省国有投资经营有限公司分别持有湖南兴湘集团 90% 及 10% 的股权。

湖南兴湘集团为湖南省唯一的省级国有资本运营平台，主业定位为股权管理与金融服务、国有资产管理与国企改革服务、科技成果转化与产业投资、人才服务与国资国企智库。湖南兴湘资本主要从事私募股权投资基金管理及股权投资业务，为湖南兴湘集团履行国有资本运营平台职能的重要载体。湖南兴湘新兴产业公司是湖南兴湘资本的全资基金管理公司。

相关投资者类别（联交所的 FINI 承配人名单模板中所载或在 FINI 界面须披露）：	基石投资人
	现有股东

基石投资协议

2025 年 11 月 5 日

中伟新材料股份有限公司

蓝思国际（香港）有限公司

摩根士丹利亚洲有限公司

华泰金融控股（香港）有限公司

中国国际金融香港证券有限公司

农银国际融资有限公司

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本协议（本“协议”）于 2025 年 11 月 5 日签订：

各方当事人如下：

- (1) 中伟新材料股份有限公司，一家在中国成立的股份有限公司，其注册办事处位于中国贵州省铜仁市大龙经济开发区 2 号干道与 1 号干道交汇处（“公司”）；
- (2) 蓝思国际（香港）有限公司，一家于香港注册成立的公司，其注册办事处位于香港新界观塘海滨道 133 号万兆丰中心 7 楼 A 室（“投资者”）；
- (3) 摩根士丹利亚洲有限公司，地址为：香港九龙柯士甸道西 1 号环球贸易广场 46 楼（“摩根士丹利”）；
- (4) 华泰金融控股（香港）有限公司，地址为：香港 皇后大道中 99 号中环中心 62 楼（“华泰”，与摩根士丹利合称为“联席保荐人”，各自称为“一名联席保荐人”）；
- (5) 中国国际金融香港证券有限公司，地址为：香港中环港景街 1 号 国际金融中心一期 29 楼（“中金”）；及
- (6) 农银国际融资有限公司，地址为：香港干诺道中 50 号 中国农业银行大厦 11 楼（“农银国际”，与摩根士丹利、华泰及中金合称“整体协调人”，各自称为“一名整体协调人”）。

鉴于：

- (A) 公司已提交以全球发售的方式（“全球发售”）将其 H 股（定义见下文）在联交所（定义见下文）上市的申请，其中包括：
 - (i) 公司公开发售 10,422,600 H 股（定义见下文）供香港公众人士认购（“香港公开发售”）；和
 - (ii) 公司根据证券法（定义见下文）S 条例进行离岸交易，在美国境外向投资者进行有条件的 93,802,800 H 股配售（包括向香港的专业和机构投资者配售）以及在美国向符合 144A 规则或证券法项下其他登记豁免规则的合资格机构买家（“合资格机构买家”）（144A 规则下定义）进行的有条件配售（“国际发售”）。
- (B) 摩根士丹利和华泰担任全球发售的联席保荐人，摩根士丹利、华泰、中金和农银国际担任全球发售的整体协调人及资本市场中介人。
- (C) 投资者希望根据并基于本协议条件和条款认购投资者股份（定义见下文），作为国际发售的一部分。

各方在此达成如下协议：

1. 定义和解释

- 1.1 除文义另有所指外，在本协议（包括其附表及绪言）中，下列各词汇、术语和用语具备以下含义：

“**联属公司**”就特定个人或实体而言，除上下文另有规定外，是指直接或间接通过一个或多个中介机构控制，或受其控制或与指定的个人或实体共同控制的任何个人或实体。为了本定义的目的，“控制”（包括“控制”、“由...控制”及“与...共

同控制”)是指直接或间接拥有指导或引导他人管理和政策方向的权力(无论通过拥有表决权的证券、合同或其他方式);

“**会计及财务汇报局**”指香港会计及财务汇报局;

“**总投资额**”指等于发售价乘以投资者股份数目的金额;

“**批准**”具有第6.2(g)条所赋予的含义;

“**联系人/紧密联系人**”应具有上市规则赋予该术语的定义,及“**各联系人/紧密联系人**”应据此予以相应解释;

“**佣金**”指费用规则(定义见上市规则)第7(1)段要求的按总投资额的1%计算的佣金;

“**营业日**”指香港持牌银行一般对香港公众正常营业以及联交所对外进行证券买卖业务的任何日子(星期六、星期日及香港公共假期除外);

“**中央结算系统**”指香港中央结算有限公司建立和经营的中央结算及交收系统;

“**交割**”指根据本协议条款和条件完成对投资者股份的认购;

“**资本市场中介**”指行为守则中定义的资本市场中介机构,用于在股权资本市场交易中进行簿记和配售活动;

“**行为守则**”指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则;

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

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

“**关连人士/核心关连人士**”应具有上市规则赋予该术语的定义,及“**关连人士/核心关连人士**”亦须据此解释;

“**关联关系**”须具有中国证监会备案规则赋予该词的涵义;

“**合约(第三者权利)条例**”指不时经修订或补充或另行修改的《合约(第三者权利)条例》(香港法例第623章);

“**控股股东**”除上下文另有要求外,须具有上市规则赋予该词的涵义及“**控股股东**”亦须据此解释;

“**中国证监会**”指中国证券监督管理委员会;

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

“中国证监会备案报告” 指公司就全球发售根据中国证监会备案规则第 13 条提交予中国证监会的备案报告，包括其中任何修订、补充和/或修改；

“中国证监会备案” 指根据中国证监会备案规则和其他适用法律、法规和中国证监会的要求，就全球发售事项以书面、口头或其他任何方式向或将向中国证监会提交/作出的任何和所有信函、备案、通信往来、沟通、文件、回复、承诺和呈交，包括其中任何修订、补充和/或修改（包括但不限于中国证监会备案报告）；

“延迟交付日期”指在香港公开发售承销协议和国际发售承销协议均已签订并已成为无条件协议且尚未终止前提下，整体协调人应依据第4.3 条通知投资者的晚于上市日期的日期；

“处置”就任何相关股份而言，包括直接或间接，

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其中任何权益，或代表接收该等相关股份的权利的任何其他证券的任何合法或实益权益的发售、抵押、押记、出售、按揭、借贷、设立、转移、转让或以其他方式处置任何合法或实益权益（包括设立任何购股权或订立协议设立购股权，或出售或授出或同意出售或授出任何购股权或购买、认购、出借或以其他方式转让或处置任何购股权的合同或任何认股权证或购买权、认购权、出借权或以其他方式转让或处置，或购买或同意购买任何购股权、合同、认股权证或出售权）（直接或间接，有条件或无条件），或者设立任何性质的任何第三方的权利；或者直接或间接、有条件或无条件缔约进行上述任何处置；或
- (ii) 订立任何掉期交易或其他安排将相关股份或其中任何权益的任何实益所有权或该等相关证券或此类其他证券或其中的任何权益的任何经济后果或附带后果部分或全部转让他人；或
- (iii) 直接或间接开展与上述第 (i)及(ii)项所描述的任何一项交易具有相同经济效果的任何其他交易；或
- (iv) 同意或缔约或公开宣布有意开展上述第 (i)、(ii)及 (iii)项所描述的任何交易，无论上述第(i)、(ii)及 (iii)项所描述的交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份其他证券、以现金或其他方式结算；且**“处置”**应据此予以解释；

“FINI” 须具有上市规则赋予该词的涵义；

“全球发售”具有绪言 (A)所赋予的含义；

“政府机构”是指任何国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家的政府、政府间的、监管机构或行政委员会、董事会、机构、主体或代理部门，或任何证券交易所、自监管或其他非政府监管机构，或任何法院、司法机构、法庭、仲裁庭或仲裁员（包括但不限于联交所、深交所、证监会及中国证监会）；

“**集团**”指公司及其附属公司；

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

“**港元**”指香港法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有绪言 (A) 所赋予的含义；

“**受偿方**”具有第6.6 条所赋予的含义，“**受偿方**”为其中任何一方，视情况而定；

“**国际发售**”具有绪言 (A) 所赋予的含义；

“**国际发售通函**”指公司预期向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条所赋予的含义；

“**投资者股份**”指投资者根据本协议条款及条件，按照附表一进行计算，并由公司、整体协调人决定，由投资者于国际发售中认购的 H 股数目；

“**法律**”指所有相关司法管辖区的任何政府机构（包括但不限于联交所、深交所、证监会和中国证监会）的所有法律、成文法规、立法、条例、办法、规则、法例、指引、指导、决定、意见、通知、通函、指南、要求、命令、判决、判令或裁定；

“**征费**”指就总投资额而言 0.0027%的证监会交易征费（或上市日期现行的交易征费）和 0.00565%的联交所交易费（或上市日期现行的交易费）及 0.00015%的会计及财务汇报局交易征费（或上市日期现行的交易征费）；

“**上市日期**”指 H 股首次在联交所主板上市的日期；

“**上市指南**”指经不时修改、补充或修订的，联交所刊发的《新上市申请人指南》；

“**上市规则**”指不时经修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、指引及其他规定；

“**禁售期**”具有第5.1 条所赋予的含义；

“**发售价**”指将根据全球发售进行发售或出售 H 股的每股 H 股的最终港元价格（不包括佣金和征费）；

“**超额配股权**”具有国际发售通函所赋予的定义；

“**各方**”指列名的本协议各方；“**一方**”按文义应指他们其中任何一方；

“中国”指中华人民共和国，仅就本协议而言，不包括香港及澳门特别行政区和中国台湾地区；

“初步发售通函”指公司将向潜在投资者（包括投资者）发出的与国际发售有关的经不时修订或补充的初步发售通函；

“专业投资者”具有证券及期货条例附录 1 第 1 部分所赋予的含义；

“自营投资为基础”指投资者出于自身利益及投资目的而进行投资(无论该投资是否是为了该投资者的任何股东或资金投资者的利益而进行)，而非作为任何第三方的代理人而进行；

“招股章程”指公司将就香港公开发售在香港发行的最终招股章程；

“公开文件”指公司为国际发售将发出的初步发售通函和国际发售通函，为香港公开发售将在香港发出的招股章程，以及公司就全球发售可能发出的其他文件和公告，上述各项可经不时修改或补充；

“合格机构买家”具有绪言 (A)所赋予的含义；

“监管机构”具有第6.2(i)条所赋予的含义；

“相关股份”指投资者或其全资子公司（如有）根据本协议第2.2 条认购的投资者股份，以及根据任何供股、资本化发行或其他资本重组形式（不论该等交易是否以现金或其他方式结算）由投资者股份派生的公司任何股份或其他证券或权益；

“S 条例”指证券法 S 条例；

“人民币”指中国法定货币；

“144 条例”指证券法 144 条例；

“144A 条例”指证券法 144A 条例；

“证券法”指经修订的美国 1933 年《证券法》（不时补充或以其他方式修改，以及据此颁布的规则和条例）；

“证监会”指香港证券及期货事务监察委员会；

“证券及期货条例”指不时经修订、补充或另行修改的《证券及期货条例》（香港法例第 571 章）；

“联交所”指香港联合交易所有限公司；

“附属公司”具有公司条例所赋予的定义；

“美国”指美利坚合众国及其领土、领地、美国任何州以及哥伦比亚特区；

“美元”指美国法定货币； 及

“美国人士”具有 S 条例所赋予的含义。

1.2 在本协议中，除文义另有所指外：

- (a) 凡提及“**条**”、“**款**”或“**附表**”均指本协议中的条、款或附表；
- (b) 索引、条款和附表标题仅为方便阅读而设，不得影响对本协议的理解或解释；
- (c) 绪言和附表构成本协议的其中部分，并具有同等效力和作用，犹如本协议正文明确所载，以及凡提及本协议应包含绪言和附表；
- (d) 含有单数含义应包括复数含义，反之亦然；具有一种性别意义的词汇应包括另一种性别的含义；
- (e) 凡提及本协议或其他文件包括本协议或其他文件的任何修订或替换；
- (f) 凡提及一项法规、法定条文、法例或规则，包括提述：
 - (i) 该法规、法定条文、法例或规则经不时合并、修订或补充、修改、重新制定，或由任何法规、法定条文、法例或规则取代；
 - (ii) 对其重新制定的任何废除的法规、法定条文、法例或规则（无论是否进行修改）； 及
 - (iii) 根据它制定的任何附属立法；
- (g) 凡提及时间及日期，除非特别规定，均分别指香港时间及日期；
- (h) 凡提及“**人士**”包括提及个人、企业、公司、法人团体、非公司社团或机构、政府、国家或国家机构、联营企业、联合体或合伙（无论是否具有独立法人资格）；
- (i) 凡提及“**包括**”及“**包含**”应解释为包括但不限于及包含但不限于； 及
- (j) 凡提及有关香港之外其他司法权区下任何诉讼、救济、措施或司法程序的法律词汇，法律文件、法律状态、法庭、官方或任何法律概念或事物将视为具有该司法权区下与有关香港法律词汇最相近之含义。

2. 投资

2.1 在满足下文第3 条提及的各条件（或经各方豁免，但第3.1(a)条、第3.1(b)条、第3.1(c)条、第3.1(d)条及第3.1(e) 条所载条件不得豁免，且第3.1(f)条项下的条件仅可由公司、联席保荐人及整体协调人豁免）及在本协议其他条款和条件的规限下：

- (a) 投资者将于上市日期或（若适用）延迟交付日期认购，且公司将发行、分配及发售，且整体协调人将分配及/或交付（视情况而定）或安排分配及/或交付（视情况而定）予投资者，投资者将通过整体协调人及/或其附属公司（以相关部分国际发售的国际承销商的国际代表身份）按发售价认购的投资者股份并作为国际发售的一部分； 及
- (b) 投资者将根据第4.2 条就投资者股份支付总投资额、佣金和征费。

2.2 投资者可选择于不迟于上市日期前三个营业日书面通知公司、联席保荐人及整体协调人，通过投资者的一家全资附属公司认购投资者股份。该全资附属公司为专业投资者，且为 (A) 一个合资格机构买家，或 (B) (i) 非美国人士；(ii) 位于美国境外；及 (iii) 根据 S 条例收购离岸交易中的投资者股份，但是：

- (a) 投资者应促使该全资附属公司于同日向公司、联席保荐人及整体协调人提供书面确认函，表示其同意遵守投资者在本协议中作出的相同协定、声明、保证、承诺、承认和确认，且投资者在本协议中作出的协定、声明、保证、承诺、承认和确认应视为由投资者为其自身和代表该全资附属公司作出；及
- (b) 投资者(i) 向公司、联席保荐人及整体协调人无条件且不可撤销地保证，该全资附属公司妥善且准时履行其在本协议项下所应遵守的所有的协定、义务、承诺、保证、声明、赔偿、同意、承认、确认及契诺；及 (ii) 承诺共同及个别地按照第6.6 条的规定，根据受偿方各方的要求，充分有效地给予弥偿及按要求维持弥偿。

本第2.2 条项下构成了投资者直接、主要且无条件的义务，即按照要求向公司、联席保荐人及整体协调人支付该全资附属公司在本协议项下任何应付款项，且按要求及时履行该全资附属公司在本协议项下的任何义务，而无需公司、联席保荐人及整体协调人先采取针对该全资附属公司或任何其他人士的措施。除非文义另有所指，投资者一词在本协议中应被理解为包含该全资附属公司。

2.3 公司及整体协调人可以根据第4.3 条自主决定于延迟交付日期交付全部或部分的投资者股份。

2.4 公司及整体协调人（代表其自身及全球发售的承销商）将以他们商定的方式决定发售价。投资者股份的确切数量将由公司及整体协调人根据附表一最终决定，且该决定为最终且对投资者具有约束力（除非出现明显错误）。

3. 交割前提条件

3.1 投资者在本协议项下根据第2.1 条认购投资者股份的义务，以及公司及整体协调人根据第2.1 条发行、分派、配售、分配及/或交付（视乎情况而定）或促使发行、分派、配售、分配及/或交付（视乎情况而定）投资者股份的义务，仅取决于各方于交割之时或之前满足或豁免（但第 3.1(a)条、第 3.1(b)条、第 3.1(c)条、第 3.1(d)条及第 3.1(e)条所载条件不得豁免，且第 3.1(f)条项下所载条件仅可由公司、联席保荐人及整体协调豁免）以下各项条件：

- (a) 香港公开发售承销协议和国际发售承销协议经订立并于不迟于该等承销协议指明的时间和日期（根据彼等各自的原定条款或其后协议各方通过协议豁免或更改的条款）已生效并须无条件履行，且上述承销协议均尚未被终止；
- (b) 发售价已由公司及整体协调人（代表他们自己和全球发售的承销商）根据各方将签署的定价协议协商确定；
- (c) 联交所已批准 H 股（包括投资者股份）上市和买卖并授予其他适用豁免和批准，包括与投资者认购投资者股份有关的事项，且该等批准、同意或豁免在 H 股于联交所开始买卖之前尚未被撤销；

- (d) 中国证监会已经受理中国证监会备案并在其网站上发布中国证监会备案的备案结果，且该等受理通知书和/或经公布的备案结果在 H 股于联交所开始买卖之前尚未被拒绝、撤回、撤销或使其无效；
- (e) 任何政府机构尚未制定或颁布任何法律禁止完成全球发售或本协议项下拟进行的交易，并且具有管辖权的法院未发出任何有效命令或禁制令阻止或禁止该等交易的进行；及
- (f) 投资者在本协议项下的各自声明、保证、承认、承诺和确认在所有方面均属准确、真实及完整且无误导性，且投资者并无违反本协议。

- 3.2 若于本协议日期后一百八十（180）日当日或之前（或公司、投资者、联席保荐人及整体协调人之间可能书面同意的其他日期），第3.1条所载的任何条件未获实现或未被各方豁免（但第3.1(a)条、第3.1(b)条、第3.1(c)条、第3.1(d)条及第3.1(e)条所载条件不得豁免，且第3.1(f)条项下的条件仅可由公司、联席保荐人及整体协调人豁免），投资者购买投资者股份的义务，以及公司及整体协调人发行、分派、配售、分配及/或交付（视乎情况而定）或促使发行、分派、配售、分配及/或交付（视乎情况而定）投资者股份的义务应终止，且投资者根据本协议向任何其他方支付的任何款项将由该其他方在不计利息且商业上可行的情况下尽快并在任何情况下不晚于本协议终止日期的三十(30)日内归还予投资者，而本协议将予以终止并不具有效力，且公司、联席保荐人及/或整体协调人的所有义务及责任应停止并终止；但根据本第3.2条终止本协议，不得影响任何一方在该等终止之时或之前就本协议所载条款对其他各方的已有权利或责任。为避免疑义，本条款中的任何内容均不得解释为赋予投资者对其违反投资者根据本协议在本条提及的日期前作出并保持有效的任何声明、保证、承诺、承认及确认予以补救的权利。
- 3.3 投资者承认无法保证全球发售将会完成、不会延迟、不会终止或发售价将在公开文件规定的示意性范围内，若因任何原因全球发售在预计的日期和时间延迟、终止、未能进行或没有完成或根本无法完成，或如果发售价不在公开文件规定的指示性范围内，公司、联席保荐人或整体协调人将不会对投资者承担任何责任。投资者特此放弃，以因全球发售因任何原因按预计的时间及日期延迟、终止、未能进行或未能完成或根本无法完成，或如果发售价不在公开文件规定的指示性范围内为由，任何对公司、联席保荐人及/或整体协调人或上述各方的附属公司、联属公司、高级管理人员、董事、监事（如适用）、雇员、顾问、联系人、代理及代表提出任何申索或诉讼的权利（如有）。

4. 交割

- 4.1 在第3条和本第4条的规限下，根据国际发售并作为国际发售的一部分，投资者将以发售价认购投资者股份，并通过整体协调人（和/或其各自的联属公司）以其作为国际发售相关部分的国际承销商代表的身份进行。据此，投资者股份的认购将同时与国际发售按公司、整体协调人确定的时间和方式交割。

倘公司、联席保荐人及整体协调人认为公司在上市日无法遵守 (a) 上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）规定或联交所另行豁免的最低公众持股量规定；(c) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由

流量要求；及/或 (d) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例，公司、联席保荐人及整体协调人应有权以其唯一及绝对酌情权调整投资者认购及/或收购的投资者股份数目的分配，以确保遵守上市规则（或联交所授予之相关豁免的规定）。

- 4.2 不论投资者股份的交付时间和方式如何，投资者应于不迟于上市日期前一（1）天上午 8:00（香港时间）或之前，以立即可用的港元资金通过电汇（向整体协调人通知投资人的港元银行账户）全数支付总投资额连同相关佣金和征费，其应向整体协调人于不迟于上市日期前一（1）个完整营业日书面通知投资者的有关港元银行账户进行支付，并且不得作出任何扣除或抵销，前述通知应（其中包括付款账户详情和投资者根据本协议的应付总额。
- 4.3 若整体协调人自主确定所有或任何部分投资者股份将于晚于上市日期的日期（“**延迟交付日期**”）交付，整体协调人应在 (i) 不迟于上市日期前两（2）个营业日，书面通知投资者将会延迟交付的投资者股份数目；及 (ii) 不迟于实际延迟交付日期前两（2）个营业日，书面通知投资者延迟交付日期，但前提是，延迟交付日期不应晚于可以行使超额配股权最后一日之后三（3）个营业日。整体协调人的此类决定将对投资者具有决定性和约束力。如果投资者股份将在延迟交付日期交付给投资者，则投资者仍应依照第4.2条的规定支付投资者股份。
- 4.4 在根据第4.2条妥为缴付投资者股份的款项的规限下，向投资者交付投资者股份（视乎情况而定）应通过中央结算系统进行，方式是直接将投资者股份存入中央结算系统，以寄存于中央结算系统投资者户口持有人账户或投资者于不迟于上市日期前或根据第 4.3 条确定的延迟交付日期前三（3）个营业日书面通知整体协调人的中央结算系统股份账户。
- 4.5 在不影响第4.3条的前提下，投资者股份的交付亦可通过公司、联席保荐人、整体协调人和投资者书面同意的任何其他方式进行，但前提是，投资者股份的交付不晚于可以行使超额配股权最后一日之后三（3）个营业日，无论交付该投资者股份的时间和方式如何。
- 4.6 若未能按本协议规定的时间和方式及时（不论全部或部分）收取或结算总投资额款项和相关佣金和征费，公司、联席保荐人及整体协调人保留以其绝对酌情权决定终止本协议的权利，在此情况下，公司、联席保荐人及整体协调人的所有义务和责任应停止并终止（但不得影响公司、联席保荐人及整体协调人可能因投资者未能遵守其于本协议项下的义务而对其享有的任何申索）。投资者在任何情况下均应根据第6.6条全权负责并应赔偿各受偿方因投资者未能全数支付总投资额款项、佣金和征费而可能蒙受或由其产生或与之相关的任何损失和损害赔偿，并确保其不受损失且使其获全数赔偿（按照税后标准）。
- 4.7 若出现公司、联席保荐人、整体协调人及/或其各自联属公司（视情况而定）无法控制的情形，包括但不限于天灾，洪水，战争（不论宣战或未宣战），恐怖主义，火灾，骚乱，叛乱，内乱，流行病或严重流行病（包括但不限于 SARS, H5N1, MERS and COVID-19），疾病的爆发、升级、变异或加重，灾难，危机，公共秩序混乱，地震，海啸，火山喷发，其他自然疾病，敌对行动的爆发或升级（不论宣战或未宣战），区域、国家或国际紧急状态，经济制裁，政治变化，政府运作瘫痪，运输中断或延误或严重中断，罢工，停工，其他工业行动，电力或其他供应的故障，飞机碰撞，技术故障，意外或机械或电力故障，计算机

故障或任何款项传输系统的故障或失败，禁运，劳动争议及任何现有或将来的法律、法令、法规的变更，或任何现有或将来政府活动的变更或类似的情形，从而阻止或延迟其履行本协议项下的义务，则公司、联席保荐人、整体协调人及其各自附属公司均不承担（无论共同或各自）未能或延迟履行本协议项下义务的责任，公司、联席保荐人及整体协调人均有权终止本协议。

5. 投资者限制

- 5.1 在第5.2 条的规限下，投资者为其自身及代表其全资子公司（若投资者股份由该全资子公司持有，如有）同意并向公司、联席保荐人及整体协调人作出契诺和承诺，未经公司、联席保荐人及整体协调人事先书面同意，自上市日期（含上市日期）起至上市日期满六（6）个月之日（含当日）结束的期间（“**禁售期**”）内任何时间，投资人将不会且将促使其附属公司不会直接或间接：(i) 以任何方式处置任何相关股份或处置持有相关股份的任何公司或实体的任何权益，包括任何可转换、可交换、可行使或代表有权获得上述证券的证券，或同意、订立协议或公开宣布订立此类交易的意向；(ii) 允许其最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或 (iii) 直接或间接进行任何与上述交易具有相同经济效果的交易。
- 5.2 在任何情况下，第5.1 条所载任何内容不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，但：
- (a) 于有关转让前至少五（5）个工作日，投资者及/或该全资附属公司（向公司、联席保荐人及整体协调人并为其利益以令其满意的条款）作出书面承诺同意，且投资者承诺促使该全资附属公司接受投资者于本协议项下的义务（包括第5 条中对投资者施加的限制）约束，视同该全资附属公司自身承担该等义务和限制；
 - (b) 该全资附属公司应被视为已作出第6 条所规定的相同承认、确认、承诺、声明及保证；
 - (c) 投资者和该投资者全资附属公司就其持有的所有相关股份而言，应被视作投资者，并应共同及各自承担本协议施加的所有义务和责任；
 - (d) 若于禁售期届满前任何时间，该全资附属公司不再属于或将不再属于投资者的全资附属公司，其应（且投资者应促使该附属公司应）将其持有的相关股份立即且（在任何情况下于不再属于投资者的全资附属公司之前）完全并有效地转让予投资者或投资者另一家全资附属公司，该全资附属公司应或经投资者督促应（向公司、联席保荐人及整体协调人并为其利益以令其满意的条款）作出书面承诺，同意受投资者于本协议项下义务（包括本第5 条中对投资者施加的限制）的约束，并作出本协议下的相同承认、确认、承诺、声明及保证，视同该全资附属公司自身承担该等义务和限制并且应连带承担本协议所施加的全部责任及义务；及
 - (e) 该全资附属公司为 (A) 合资格机构买家，或 (B) (i) 不是美国人士；(ii) 位于美国境外，及(iii) 依据 S 条例收购离岸交易中的相关股份。
- 5.3 投资者同意并承诺，除经公司、联席保荐人及整体协调人事先书面同意外，投资者及其紧密联系人于公司全部已发行股本中（直接和间接）持有的总持股量应一直低于公司全部已发行股本的 10%（或者上市规则所不时规定的用于定义

“大股东”的其他百分比)且投资者及其紧密联系人(定义见上市规则)不会成为公司所指的核心关连人士。此外,投资者及其紧密联系人(定义见上市规则)在公司已发行股本总额中的合计(直接及间接)不应导致持有公司证券股本的公众人士(根据《上市规则》的规定及(如适用)联交所的豁免,包括但不限于《上市规则》第 8.08 条(被修订并由第 19A.13A 条取代))低于《上市规则》第 8.08 条(被修订并由第 19A.13A 条取代)所规定的百分比或联交所可能批准并适用于公司的其他百分比。投资者同意,如果注意到上述任何情况,将书面通知公司、联席保荐人和整体协调人。

- 5.4 投资者同意,投资者持有公司股本为以自营投资为基础,并同意经公司、联席保荐人及/或整体协调人提出合理要求后向公司、联席保荐人及整体协调人提供合理证明,表明投资者持有公司股本是以自营投资为基础。投资者不得,且应促使其控股股东、联系人及其各自实益拥有人不得在全球发售中通过簿记建档程序提出 H 股(投资者股份除外)申请或买卖指示或在香港公开发售中提出 H 股申请。
- 5.5 投资者及其联属公司、董事、监事、高级管理人员、雇员或代理不得与公司、公司的控股股东、任何其他集团成员或其各自联属公司、董事、监事、高级管理人员、雇员或代理签订不符合或违反上市规则(包括上市指南第 4.15 章或由香港监管机构颁布的书面指引)的任何安排或协议(包括但不限于任何补充条款)。

6. 确认、声明、承诺和保证

- 6.1 投资者向公司、联席保荐人及整体协调人声明、承诺、保证、承认、同意和确认:
- (a) 公司、各联席保荐人及各整体协调人分别及其各自的联属公司、董事、监事(如适用)、高级管理人员、雇员、代理、顾问、联系人、合伙人及代表未作出任何声明、保证或者承诺或担保,全球发售将(于任何特定期限内)进行或完成或发售价将在公开文件规定的指示性范围内,并且倘若全球发售因任何原因延迟、未能进行或完成,或若发售价不在公开文件规定的指标范围内,上述人士概不对投资者承担任何形式的责任。;
 - (b) 公开文件和全球发售的其他销售和路演材料须披露本协议及投资者背景资料以及本协议项下拟进行的双方之间关系和安排,而公开文件和有关其他销售和路演材料和公告将提述投资者,针对全球发售或其他情况下根据公司(清盘及杂项条文)条例和上市规则,本协议将尤其作为一份重大合约,并须送交香港监管机构存档并提供展示;
 - (c) 根据上市规则须向联交所提交或须在 FINI 上提交的有关投资者的资料将按需要与本公司、联交所、证监会及该等其他监管机构分享,并将纳入综合承配人名单并在 FINI 上向整体协调人披露;
 - (d) 发售价将仅根据全球发售的条款和条件予以确定,且投资者将无权对此提出任何反对;
 - (e) 投资者股份将由投资者通过整体协调人及/或其各自的联属公司以国际发售的国际承销商的国际代表的身份认购];

- (f) 投资者将接受受限于公司章程或公司其他组织或章程文件及本协议的条款及条件的投资者股份；
- (g) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；
- (h) 投资者股份的数量可能会受到上市规则第 18 项应用指引、上市指南第 4.14 章、上市规则附录 F1 所载配售指南的要求或联交所不时批准且适用于公司的其他该等比例的影响而在国际配售和香港公开发售之间重新分配；
- (i) 在本协议签订时或其前后或在此后但在国际发售交割前的任何时候，公司、联席保荐人及/或整体协调人与一名或多名其他投资者已订立或可能及/或建议订立类似的投资协议，作为国际发售的一部分；
- (j) 投资者股份尚未且不会根据证券法或美国任何州或其他司法管辖区的证券法规予以登记且不得被发售、转售、质押或以其他方式在美国直接或间接向美国人士或以任何美国人士之名义或为其利益转让，除非根据有效的登记声明或豁免于证券法登记要求或交易无需遵守证券法登记要求，也不得在任何其他司法管辖区进行转让，除非获得该等其他司法管辖区的适用法律许可；
- (k) 若投资者依赖于 144A 规则认购投资者股份，投资者股份将构成 144 规则含义所指的“受限制证券”；
- (l) 投资者理解并同意投资者股份仅可 (A) 根据 144 规则或根据证券法项下其他适用的豁免要求在美国境内进行转让；或 (B) 在“离岸交易”（定义见 S 条例）中在美国境外按照 S 条例以及在各情况下根据美国任何州及任何其他司法管辖区的适用证券法进行转让，任何代表投资者股份的任何股票须附有大致包含上述意思的说明；
- (m) 投资者理解，公司、联席保荐人、整体协调人或任何国际发售的国际承销商，针对证券法 144A 规则或证券法项下的任何其他豁免规定是否适用于其后再发售、转售、抵押或转让投资者股份，概无发表任何声明；
- (n) 除第5.2 条规定外，在附属公司持有任何投资者股份的情况下，只要该附属公司在禁售期内持续持有任何投资者股份，则投资者需要促使该附属公司保持投资者的全资附属公司的身份并继续坚持遵守本协议项下条款及条件；
- (o) 投资者已收到（及日后可能收到）的资料可能构成有关投资者投资（或持有）投资者股份的重大非公开信息及/或内幕消息（如证券及期货条例所界定），且其将 (i) 除了出于评价其于投资者股份之投资的惟一目的或据法律要求而基于严格须知的标准向其联属公司、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收者**”）之外，其不会向其他人披露该等信息，直至这些信息成为公开信息（非因投资者或其任何授权接收者过错的情况下）；(ii) 且投资者尽其最大努力确保其授权接收者（根据本 6.1(o)条向其披露该等信息的人），除却基于严格须知的标准向其他授权接收者披露以外，不会向其他任何人披露该等信息；及 (iii) 不会且将确保其授权接收者（根据本 6.1(o)条向其披露该等信息的人）

不会，以可能违反有关该交易的美国、香港、中国或者任何其他适用司法管辖区证券法（包括内幕交易规定）的方式直接或者间接购买、销售或交易或以其他方式买卖公司或其附属公司或联系人的 H 股或者其他证券或衍生品；

- (p) 本协议、招股章程初稿及初步发售通函初稿所载的以保密方式提供予投资者及/或其代表的信息以及可能已经以保密方式提供予投资者及/或其代表的任何其他材料（无论口头或书面）不得复制、披露、发送或传播给任何其他人，且据此提供的信息和材料可能会变动、更新、修订及完成，且投资者不应依赖该等材料确定是否投资投资者股份。为避免疑义：
- (i) 招股章程初稿、初步发售通函初稿或可能已提供予投资者及/或其代表的任何其他资料，在禁止该等要约、招揽或销售的司法管辖区内，均不构成收购、购买或者认购任何证券的邀请或要约或招揽，以及招股章程初稿或初步发售通函初稿所载任何内容或提供予投资者及/或其代表的任何其他材料（无论口头或书面）均不构成任何性质合约或承诺的基础；
 - (ii) 不得基于初步发售通函初稿或招股章程初稿或可能已提供予投资者及/或其代表的任何其他材料（无论口头或书面）作出或接收有关认购、收购或购买任何 H 股或其他证券的要约或邀请；及
 - (iii) 初步发售通函初稿或招股章程初稿或任何其他可能已提供（无论以书面或口头方式）给投资者的任何其他资料，可能须在订立本协议后进一步修订，且投资者不应依赖该等资料决定是否投资投资者股份，且投资者在此同意该等修订（如有）并放弃其有关修订（如有）的权利；
- (q) 本协议共同或分别均不构成在美国或者任何其他认定该等要约为非法的司法管辖区作出的证券销售的要约；
- (r) 其已获提供其认为评估认购投资者股份利益和风险的所有必要或需要的资料，并且已获得提问机会并得到了公司、联席保荐人或整体协调人关于公司、投资者股份或其认为评估认购投资者股份利益和风险的所有必要或需要的其他有关事项的答复，而且公司已向投资者或其代理提供了投资者或其代表要求的、与投资投资者股份有关的所有文件和信息；
- (s) 在作出投资决策时，投资者依赖于及仅将依赖公司发出的国际发售通函所提供的信息，而非依赖公司或代表公司、联席保荐人及/或整体协调人（包括其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人和附属公司）在本协议日期当日或之前向投资者提供的任何其他信息，并且公司、联席保荐人、整体协调人和其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及附属公司对未包含在国际发售通函中任何该等信息或资料的准确性或完整性概不作出任何声明、保证或承诺，公司、联席保荐人、整体协调人和其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及附属公司概不对投资者或其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及附属公司承担任何责任；

- (t) 任何联席保荐人、整体协调人、资本市场中介、其它全球发售的承销商及其各自的董事、监事、高级管理人员、雇员、附属公司、代理、联系人、联属公司、代表、合伙人及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其集团成员业务、经营、前景、财务或其他方面的状况，或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；且除最终国际发售通函规定者外，公司及其董事、监事、高级管理人员、员工、附属公司、代理、联系人、联属公司、代表及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其集团成员业务、经营、前景、财务或其他方面的状况或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；
- (u) 如投资者为或（直接或间接）将为相关股份实益拥有人或公司招股章程显示投资者为相关股份实益拥有人，其在（直接或间接）处置该任何相关股份时，将遵守本协议、上市规则或任何适用法律项下不时适用的所有限制（如有）；
- (v) 其已就公司、集团及投资者股份及本协议中的投资者股份认购条款自行作出调查，并就有关投资者股份的投资及其对投资者的合适性取得其认为必要或适当或其他满足其自身（包括税务、监管、财务、会计、法律、货币和其他方面）考量的（包括税务、监管、财务、会计、法律、货币和其他方面）独立意见，并尚未依赖且将无权依赖就全球发售而由或代表公司或任何联席保荐人、整体协调人、资本市场中介或承销商获得或进行（视情况而定）的任何（包括税务、监管、财务、会计、法律、货币和其他方面的）意见、尽职调查审查或调查或其他建议或支持，并且公司、联席保荐人、整体协调人或其各自的联系人、联属公司、董事、监事、高级管理人员、雇员、顾问或代表，或全球发售涉及的任何其他方，对投资者股份认购的或关于投资者股份买卖的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果，概不承担任何责任；
- (w) 投资者理解目前就投资者股份并无公开市场存在且公司、联席保荐人、整体协调人或全球发售涉及的任何其他方不保证将会有投资者股份的公开或活跃市场存在；
- (x) 若全球发售延迟或终止或因任何原因未能完成，公司、联席保荐人、整体协调人或者其各自的任何联系人、联属公司、董事、监事、高级管理人员、雇员、顾问、代理或代表对投资者或其附属公司概不存在任何责任；
- (y) 公司及整体协调人将有绝对酌情权改变或调整：(i) 全球发售下发行的 H 股数量；及 (ii) 香港公开发售及国际发售各自的 H 股数量；
- (z) 投资者已同意，于上市日期上午 8:00（香港时间）之前支付总投资额及相关佣金和征费；
- (aa) 公司及整体协调人可以全权及绝对的权力酌情决定调整投资者 H 股数目的分配，以符合上市规则第 8.08(3)条（该条订明，于上市日期公众持股中最多 50%可由前三大公众股东实益拥有），(ii) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）或联交所另行豁免的公众持股量规定，

- (iii) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求，及/或 (iv) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例；
- (bb) 除本协议以及投资者在投资者认购投资者股份前订立的保密协议外，投资者（一方）与本公司、本公司任何股东、联席保荐人及/或整体协调人（另一方）之间概无就全球发售订立任何其他协议；
- (cc) 投资者未基于如下原因收购投资者股份，且投资者或任何其联属公司或任何代其行事之人未曾且将来亦不会就投资者股份从事 (i) 任何定向销售活动（定义见 S 条例），或 (ii) 任何关于投资者股份的一般招揽或一般广告（定义见证券法 D 条例 502(c)规则）；
- (dd) 任何股份相关的交易须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律下关于 H 股买卖的限制；及
- (ee) 公司将不会承认任何非按照本协议限制就相关股份进行的发售、出售、质押或其它转让。

6.2 投资者进一步向公司、联席保荐人及整体协调人作出以下声明、保证和承诺：

- (a) 其已根据其注册成立地的法律合法注册成立，并有效存在且并无清算或清盘之申请、命令或生效的决议；
- (b) 其具备接收及使用本协议下的信息（包括但不限于本协议、招股章程草稿及初步发售通函草稿）的资格，并且不会违反适用于该等投资者的法律或被要求于投资者所在的司法辖区注册或持有牌照；
- (c) 其具备拥有、使用、租赁及经营其资产并开展其当前所开展的业务的合法权利及授权；
- (d) 其拥有签署和交付本协议，订立和执行本协议规定的交易并履行本协议项下的义务要求的全部权力、授权和能力，并已采取一切行动（包括获得所有任何政府和监管机构或第三方的必要同意、批准和授权）；
- (e) 本协议已经由投资者正式授权、执行和交付，并构成根据本协议条款可对投资者强制执行的合法、有效和具有约束力的义务；
- (f) 其已采取，及在本协议期间将采取所有必要行动，履行其在本协议项下的义务并使本协议和本协议拟进行的交易生效，并遵守所有相关法律；
- (g) 根据适用于投资者的任何相关法律以及投资者在本协议项下认购投资者股份方面需要获得的所有同意、批准、授权、许可和注册（“**批准**”）均已获得且具有完全效力且所有批准尚未被无效化、收回、撤回或搁置且所有批准均不受任何未满足或履行的先决条件约束；截至本协议签署之日，所有批准尚未被无效化、收回、撤回或搁置，投资者也不知悉任何可能导致批准被无效化、收回、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果任何批准因任何原因被无效化、收回、撤回或搁置或不再完全有效，将立即书面通知公司、联席保荐人及整体协调人；

- (h) 投资者签署及交付本协议、履行本协议及投资者股份的认购不会违反或导致投资者违反：(i) 投资者的公司组织章程大纲及其细则或其他组织或章程文件或 (ii) 投资者就本协议拟进行的交易须遵守的任何司法管辖区的法律或就认购投资者股份在其他情况下可能对投资者适用的法律或 (iii) 对投资者具有约束力的任何协议或其他文件或 (iv) 对该投资者有管辖权的任何政府机构的判决、命令或判令；
- (i) 其已遵守且将遵守所有与认购投资者股份有关的具有管辖权地区的所有适用法律，包括直接或间接通过公司、联席保荐人及/或整体协调人，按联交所、深交所、证监会、中国证监会及/或其他政府、公共、货币或监管机构或部门和证券交易所（统称“**监管机构**”）的要求及时间范围内，向该等监管机构提供信息或促成或促使提供适用法律或该等监管机构不时要求的信息并接受且同意披露该等信息（包括但不限于，(i) 投资者及其最终实益拥有人及/或最终负责提供有关投资者股份认购指示的人士的身份信息（包括但不限于其各自的名称和注册地点）；(ii) 本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份数量、总投资额以及本协议项下的禁售限制）；(iii) 涉及投资者股份的任何掉期安排或其他金融或投资产品及其详细信息（包括但不限于认购者及其最终受益所有人以及该掉期安排或其他金融或投资产品的提供者的身份信息）；及/或(iv) 投资者或其实益拥有人和联系人与公司及其任何股东之间的任何关联关系（统称为“**投资者相关信息**”）。投资者进一步授权公司、联席保荐人、整体协调人或其各自联属公司、董事、高级管理人员、员工、顾问及代表按监管机构的要求向监管机构披露投资者相关信息及/或按上市规则或适用法律要求或按任何相关监管机构要求在任何公开文件或其他公告或文件中进行披露；
- (j) 投资者各自在金融和业务方面拥有下列相关知识和经验：(i) 其能够评估对投资者股份的潜在投资的利益和风险；(ii) 其能够承担该投资的经济风险，包括其对投资者股份投资造成的全盘损失；(iii) 其已收到其认为对决定是否投资投资者股份而言必要或适当的全部资料；及 (iv) 其在投资类似发展阶段的公司的证券交易方面拥有丰富经验；
- (k) 其正常业务为购买或销售股份或公司债券或其为一名专业投资者。签订本协议，其就协议包含的交易而言，并非任何联席保荐人、整体协调人、资本市场中介或其他承销商的客户；
- (l) 投资者基于专有投资以其自己名义认购投资者股份，作投资目的，而非旨在分派由其根据本协议认购的任何投资者股份，该投资者无权提名任何人成为公司的董事、监事或高级管理人员；
- (m) (i) 若在美国境内认购投资者股份，则其为合资格机构买家；或 (ii) 若在美国境外认购投资者股份，则其属在 S 条例所定义的“离岸交易”中购买投资者股份，且其并非美国人士；
- (n) 投资者认购投资者股份的交易根据证券法豁免或无须遵守注册要求；
- (o) 投资者及其实益拥有人及/或联系人 (i) 为独立于公司的第三方；及 (ii) 非为公司的关连人士（定义见上市规则）或其联系人，且投资者认购投资者股份不会导致投资者及/或其实益拥有人成为公司的一名关连人士（定

义见上市规则），无论投资者与可能签订（或已签订）本协议所述的任何其他协议的任何其他方之间有任何关系，并紧随交割后就公司控制权将独立于任何关连人士并不与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 有足够的财务能力满足本协议项下的所有义务；(iv) 未直接或间接接受(a)公司的任何核心关连人士（定义见上市规则）或(b)公司、公司的任何董事、最高行政人员、控股股东、主要股东或现有股东或公司的任何附属公司，或其各自的任何紧密联系人（定义见上市规则）的资助、资金或支持，其就公司证券的收购、出售、投票或任何其他处置并非惯常接受且并未接受彼等人士的指示；及(v)除非已向公司、联席保荐人及整体协调人另行书面披露，否则与公司或其任何股东不存在关联关系；

- (p) 投资者将使用自有资金认购投资者股份，并且其尚未且不打算获得贷款或其他形式的融资来履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人均非任何全球发售的联席保荐人、整体协调人、簿记管理人、牵头经办人、资本市场中介、全球发售的承销商、牵头经纪或任何分销商的“关连客户”。“关连客户”、“牵头经纪”和“分销商”均具有上市规则附录 F1（股本证券的配售指引）所赋予的含义；
- (r) 投资者账户并非由相关交易所参与者（定义见上市规则）按照全权委托管理投资组合协议管理。“全权委托管理投资组合”一词应具有上市规则附录 F1（股本证券的配售指引）所赋予的含义；
- (s) 投资者、投资者的实益拥有人或其各自的联系人均非公司董事（包括过去 12 个月内担任董事）、监事或公司现有股东或其联系人或上述任何人士的提名人；
- (t) 除先前书面通知联席保荐人、整体协调人外，投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单模板中所载或须在 FINI 界面或按上市规则有关承配人的信息的要求所须披露之的任何承配人类别（“基石投资者”除外）；或 (b) 根据上市规则（包括上市规则第 12.08A 条）须在公司的配发结果公告中注明的任何承配人类别；
- (u) 投资者尚未与且将不会与任何“分销商”（定义见 S 条例）就分销 H 股订立任何合约安排，除非与其联属公司订立合约，或事先获得公司书面同意；
- (v) 投资者股份的认购将遵守上市规则附录 F1（股本证券的配售指引）及上市指南第 4.15 章；
- (w) 投资者或其任何联属公司、董事、监事、高级管理人员、雇员、代理或代表，均未通过补充条款或其他方式接受公司、公司的控股股东、任何集团成员或其各自的联属公司、董事、监事、高级管理人员、雇员、代理或代表在全球发售中提供的任何直接或间接利益或者签订关于上述事项的任何协议或安排，或者以其他方式从事不符合或违反上市指南第 4.15 章的任何行为或活动；
- (x) 投资者、其实益拥有人及/或联系人均不可使用由公司、其附属公司或公司的关连人士、任何一位联席保荐人、整体协调人，或由全球发售的任

何一位承销商或资本市场中介（直接或间接）进行的融资认购本协议项下的投资者股份；投资者及其各个联系人（如有）独立于且与已参与或将参与全球发售的其他投资者及其任何联系人均无关联；

- (y) 除本协议规定的情况外，投资者尚未与任何政府机构或任何第三方就任何投资者股份达成任何安排、协议或承诺；
- (z) 除之前以书面形式向公司、联席保荐人及整体协调人披露的情况外，投资者、其实益拥有人及/或联系人尚未达成也不会达成任何掉期安排或其他涉及投资者股份的金融或投资产品；
- (aa) 除根据本协议外，投资者或其任何控股股东、联系人及其各自的实益所有人均未就全球发售项下的任何 H 股提出申请或通过累计投标询价程序下单；及
- (bb) 投资者及其紧密联系人（定义见上市规则）于公司全部已发行股本中持有的总持股量（直接或间接）不得导致公众人士（定义见上市规则）持有公司的总证券量低于上市规则要求的比例或联交所批准的其他比例。

- 6.3 投资者向公司、联席保荐人及整体协调人声明与保证，附表二所载有关其自身及其作为一家成员公司的集团公司的说明及所有向监管机构及/或公司、联席保荐人、整体协调人及其各自的联属人提供或按前述人士要求提供的投资者相关信息在所有方面均属真实、完整、准确并不存在误导。在不影响第6.1(b)条规定的情况下，投资者不可撤销地同意将其名称和本协议（包括附表二所载）的全部或部分说明提及并载入全球发售的公开文件、销售及路演材料，及（只要公司、联席保荐人及整体协调人全权认为需要）由公司、联席保荐人及/或整体协调人可能发布或代表其发布的该类其他公告或公示文件。投资者承诺尽快提供与其本身、其所有权（包括最终实益所有权）及/或公司、联席保荐人及/或整体协调人可能合理要求的有关的其他资料及/或证明文件，以确保其遵守适用法律及/或公司或证券登记及/或主管的监管机构（包括联交所、证监会和中国证监会）的要求。
- 6.4 投资者在此同意，在审查公开文件初稿及不时提供给投资者的关于全球发售的其他销售材料中对其自身及其作为一家成员公司的集团公司的说明，并根据投资者合理要求（如有）加以修改之后，投资者应被视为保证对其自身与其作为一家成员公司的公司集团的相关说明在所有方面均属真实、准确、完整且不存在误导，并同意，如果其中的任何保证、承诺、陈述或确认不再准确和完整，或在任何方面产生误导，将立即以书面形式通知公司、联席保荐人及整体协调人。
- 6.5 投资者理解，第6.1 和6.2 条中的保证、承诺、声明、同意、确认及承认应根据（其中包括）香港法律及美国证券法的要求作出。投资者确认，公司、联席保荐人、整体协调人、其他全球发售承销商及其各自的附属公司、代理、联属公司和顾问、以及其他人士将依赖第6.1 和6.2 条所载的投资者保证、承诺、声明、同意、确认及承认的真实性、完整性和准确性，且其同意，若第6.1 和6.2 条中的任何保证、承诺、声明、同意、确认及承认在任何方面不再准确或完整或存在误导，将立即书面通知公司、联席保荐人及整体协调人。
- 6.6 对于可能以任何方式对任何受偿方提出或提起的与投资者股份认购及其项下的

交易、投资者股份或本协议有关的（包括由投资者或其高级管理人员、董事、监事、雇员、员工、联属公司、代理、代表、联系人或合伙人违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌的作为或不作为）任何及全部损失、成本、费用、申索、行动、责任、法律程序或损害赔偿以及受偿方可能就因前述各项提起的或由前述各项引起的与之有关的任何申索、行动或法律程序或在该等申索、行动或法律程序的争议或抗辩中蒙受或招致的任何及所有成本、费用、损失或开支，投资者同意并承诺投资者将按要求向公司、联席保荐人、整体协调人、及其他全球发售的承销商，各自为其自身以及受托为其各自的联属公司，任何在证券法意义上对其有控制权的人，及其各自的高级管理人、董事、监事、雇员、员工、联系人、合伙人、代理和代表（合称为“**受偿方**”）作出全额及有效的补偿，并保证他们不承担任何责任（按照税后标准）。在所有情况下，本第6.6条在本协议终止后继续有效。

6.7 投资者根据第6.1条、第6.2条、第6.3条、第6.4条、第6.5条及第6.6条（视乎情况而定）作出的各项承认、确认、声明、保证和承诺应被理解为单独的承认、确认、声明、保证或承诺，且应被视为于上市日期以及如适用，延迟交付日重复作出，并在本协议签署和履行后以及全球发售交割后继续有效。

6.8 公司声明、保证并承诺：

- (a) 公司是按照其中国法律正式成立和有效存续的企业；
- (b) 公司拥有充分权力、授权和能力订立本协议和履行其于本协议项下的义务，并已采取所需的一切行动；
- (c) 受限于第4.2条规定的全额付款及第5.1条规定的禁止期限，当投资者股份根据第4.4条交付予投资者时应为全额缴足股款、自由转让并不设有任何购股权、留置、押记、按揭、抵押、申索、衡平权益、产权负担和其他第三方权利，并与当时发行和将于联交所上市的H股享有同等权益；
- (d) 公司及其控股股东（定义见上市规则）、集团任何成员公司及其各自的联属公司、董事、监事、高级管理人员、雇员和代理并无与投资者或其联属公司、董事、监事、高级管理人员、雇员或代理订立任何协议或安排（包括任何不符合上市规则（包括上市指南第4.15章）的补充条款）；及
- (e) 除本协议规定外，公司或集团任何成员公司或其各自的任何联属公司、董事、监事、高级管理人员、雇员或代理均未就任何投资者股份与任何政府机构或任何第三方达成任何安排、协议或承诺。

6.9 公司承认、确认并同意，投资者将依赖国际发售通函所载资料，且投资者与在国际发售中购买H股的其他投资者就国际发售通函享有相同的权利。

7. 终止

7.1 本协议可在下列情况下终止：

- (a) 根据第3.2条或4.6条或4.7条终止本协议；
- (b) 如投资者或投资者之全资附属公司(如投资者股份已根据上述第5.2条转让)在国际发售交割之日或，如适用，延迟交付日当日或之前严重违反本协议（包括严重违反投资者在本协议项下的声明、保证、承诺和确认），

（尽管有任何与本协议相反的规定），仅公司或各联席保荐人及整体协调人可终止本协议；或

(c) 经所有各方书面同意终止本协议。

7.2 如本协议按照第7.1条终止，各方无义务继续履行其各自在本协议项下的义务（下文第8.1条规定的保密义务除外），在不影响在该终止时或之前任何一方就本协议条款已对其他方产生的权利或责任的情况下，各方在本协议项下的权利和责任（第6.6条及第11条规定的权利和责任除外）应终止，任何一方不得向任何其他各方提出任何申索。

7.3 尽管本协议终止，第6.6条、投资者提供的赔偿，以及第8.1条、第10条、第11条、第12条及第 **Error! Reference source not found.**条仍然有效。

8. 公布和保密

8.1 除本协议及投资者签订的保密承诺另有规定外，未经其他各方事先书面同意，任何一方不得披露与本协议、本协议拟进行的交易或涉及公司、联席保荐人、整体协调人和投资者的任何其他安排有关的资料。但是，尽管有上述规定，任何一方可在下列情况下就本协议作出披露：

(a) 本协议可向联交所、证监会、中国证监会及/或对公司、联席保荐人及/或整体协调人有监管权的任何其他监管机构披露，投资者背景以及公司和投资者之间的关系可在公司将发出或代表其发出的公开文件以及公司、联席保荐人及/或整体协调人就全球发售将发出或代表其发出的销售、路演材料及其他公告中说明；

(b) 本协议可向各方的法律和财务顾问、审计师、其它顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理披露，但仅限于上述人员需要知道的范围内，但该方应 (i) 促使该方的该等法律、财务及其他顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理均获悉并遵守本协议所载的所有保密义务，及 (ii) 就该方的该等法律、财务及其他顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理违反保密义务而承担责任；及

(c) 任何一方按任何适用法律、对该方有管辖权的任何政府机构或组织（包括联交所、证监会及中国证监会）、证券交易所规则（包括根据公司（清盘及杂项条文）条例和上市规则将本协议作为重大合约送交香港公司注册处登记并提供本协议作为展示文件）或任何主管政府机构的任何具有约束力的判决、命令或要求的规定可以其他方式作出披露。

8.2 投资者不得就本协议或任何本协议相关事宜作出其他提及或披露，除非投资者已就该等披露的原则、形式及内容事先征求公司、联席保荐人及整体协调人的事先书面同意。

8.3 公司应尽合理努力于发布前提供任何在公开文件中有关本协议、公司和投资者之间的关系和关于投资者的基本背景资料，供投资者审阅。投资者均应配合公司、联席保荐人及整体协调人，以确保该等公开文件提及的内容系属真实、完整、准确且不存在误导，且没有在公开文件中省略重要信息，并及时向公司、联席保荐人及整体协调人及其各自的律师提出意见并提供验证文件。

- 8.4 投资者承诺，就第8.1 条所述任何披露的准备，及时提供合理所需的全部协助（包括提供公司、联席保荐人或整体协调人合理要求的与其本身、其所有权（包括最终实益所有权及与公司的关系）、及/或在其他方面与本协议提及事项相关的进一步信息及/或支持文件），以 (i) 在本协议日期后更新公开文件中的有关投资者的描述并验证该等提及内容，并 (ii) 使公司、联席保荐人及/或整体协调人遵守适用的公司或证券登记规定及/或主管监管机构（包括联交所、证监会、中国证监会）提出的要求。

9. 通知

- 9.1 所有本协议项下的通知均应以英文或中文书面形式作出，并以第9.2 条规定的方式送达至以下地址：

若送达公司：

地址： 中国湖南省长沙市雨花区运达中央广场 B 座 11 楼
邮件： tanghuateng@cngf.com.cn
收件人： 唐华腾

若送达投资者：

地址： 香港新界观塘海滨道 133 号万兆丰中心 7 楼 A 室
邮件： Louise.Lo@hnlens.com
收件人： 卢燕云（Louise Lo）

若送达摩根士丹利：

地址： 香港九龙柯士甸道西 1 号环球贸易广场 46 楼
邮件： pj_matrix_core@morganstanley.com
收件人： Project MatriX

若送达华泰：

地址： 香港皇后大道中 99 号中环中心 62 楼
邮件： projectmatrix@htsc.com
收件人： Project MatriX team

若送达中金：

地址： 香港中环港景街 1 号 国际金融中心一期 29 楼
邮件： ib_project_matrix@cicc.com.cn
收件人： 曾智聪

若送达农银国际：

地址： 香港干诺道中 50 号中国农业银行大厦 11 楼
邮件： abci.ecm@abci.com.hk
收件人： ABCI ECM

9.2 本协议项下的任何通知均应由专人送递或电子邮件或以传真（如适用）或邮寄（预付邮资）形式发送。任何通知通过专人送递的，视为在交付时送达；以传真形式发送的，视为在收到传送确认书时送达；以电子邮件发送，则在发送时间之后立即发送（按照发件人发送电子邮件的设备上记录的时间，无论电子邮件是否已确认，除非发件人收到电子邮件未送达的自动消息），以预付邮资邮寄方式寄送的，在无证据表明提早收到时，视为在寄出后 48 小时（若为航空邮寄则寄出后六天）送达。任何通知在非营业日送达的应视为在该日期之后的下一个营业日送达。

10. 一般条款

- 10.1 各方均确认并声明，本协议已由其正式授权、签署并交付，并构成其合法、有效且具有约束力的义务，并按照协议条款具有强制执行力。除公司就实施全球发售可能要求的有关同意、批准和授权外，各方在履行各自在本协议项下的义务时均无需取得其公司、股东或其他同意、批准或授权。各方均进一步确认其能够履行本协议项下的责任。
- 10.2 除明显错误，公司、联席保荐人及整体协调人真诚地就投资者股份数目和发售价所作的计算和确定，就本协议而言，应为有决定性和约束力。
- 10.3 本协议规定的联席保荐人及整体协调人的责任为个别的（而非共同，或共同连带）责任。联席保荐人或整体协调人均不因任何其他联席保荐人或整体协调人未履行其在本协议项下的各自责任而承担法律责任，且该等未履行不应影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人及整体协调人应有权单独或与其他联席保荐人及整体协调人共同强制执行其在本协议项下任何或全部权利。
- 10.4 就本协议及本协议项下的交易而言或与本协议有关的需要或可能需要向第三方发出的任何通知或第三方的任何同意及/或批准等方面，投资者、公司、联席保荐人及整体协调人应予以配合。
- 10.5 本协议任何变更或修改在以书面形式作出并经所有各方或其代表签字后方可生效。为避免疑义，对本协议的任何变更或修改均无需事先通知非本协议一方的任何人或获得其同意。
- 10.6 本协议将仅以中文签署。
- 10.7 除相关各方书面同意的情况外，各方应承担各自在本协议项下产生的法律和专业费用、成本或开支，但本协议项下拟进行交易所产生的印花税应由有关的转让方/卖方以及相应的受让方/买方按相同份额承担。
- 10.8 时间是本协议的关键，但本协议中提及的任何时间、日期或期限均可通过各方之间共同的书面协议予以延长。
- 10.9 即使按照第4 条完成交割，本协议所有条款在能够获履行或遵守的情况下应持续拥有完全效力和作用，但有关当时已履行的事项除外，且除非该等条款经各方书面同意终止。
- 10.10 除投资者作出的保密承诺外，本协议构成各方之间与投资者投资公司相关的完整协议和谅解备忘录。本协议将取代各方此前达成的与协议标的相关所有书面或口头承诺、保证、担保、声明、通讯、谅解备忘录和协议。

- 10.11 在本第10.11条中另有规定的范围内，任何非本协议一方的人无权享有任何根据合约（第三者权利）条例强制执行本协议任何条款的权利，但这不影响第三方在合约（第三者权利）条例外存在或可获得的权利或救济：
- (a) 受偿方可如同本协议一方以相同的程度强制执行和依赖第6.6条。
 - (b) 本协议的终止、撤销及本协议任何条款的修改、变更或放弃无需第11.11(a)条所述之人的同意。
- 10.12 各联席保荐人及整体协调人均有权且在此获授权按其认为适当的方式和条件（无论是否完成正式手续，也无需按规定就该转授向公司或投资者事先发出通知），将其全部或任何相关权利、义务、权力和自由裁量权转授予其一家或多家联属公司。尽管有任何上述转授，对获转授相关权利、义务、权力及/或自由裁量权的任何联属公司的作为和不作为，该联席保荐人或整体协调人根据本款仍须承担责任。
- 10.13 任何一方延迟或未能（全部或部分）行使或强制执行本协议或法律给予的任何权利均不得视为放弃或豁免权利，也不得以任何方式限制该方进一步行使或强制执行该权利或其他任何权利的能力，且单独或部分行使任何该权利或救济不得排除其他或进一步行使该权利或救济或行使任何其他权利或救济。本协议规定的权利、权力及救济是累积性的，并不排除任何权利、权力和救济（无论是否依据法律或其他规定）。除非以书面形式作出并由放弃方签署，否则任何对向对方追究违约责任的放弃均属无效，也不得暗示有该等放弃。
- 10.14 如任何时候，本协议任何条款在其任何方面，于任何司法管辖区的法律下，属非法、无效或不可强制执行，不应影响或有损：
- (a) 本协议任何其他条款在有关司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条款或任何其他条款在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议仅对各方及其各自的继承人、执行人、管理人、继任者及被许可的受让人具有约束力，且仅为各方及其各自的继承人、执行人、管理人、继任者和被许可受让人的利益而适用，任何其他人均不得根据或凭借本协议取得或拥有任何权利。除内部重组或重整外，任何一方均不得让与或转让本协议中的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。
- 10.16 在不损害其他各方就其蒙受的所有损失和损害向投资者提出申索的所有权利的前提下，倘若投资者在上市日期当日或之前出现任何违反保证的行为，虽有与本协议相反的规定，公司、联席保荐人及整体协调人有权解除本协议，且各方在本协议项下的所有义务应立即终止。
- 10.17 每一方均向其他方承诺，其应签署并履行，且促使他方签署并履行本协议条款生效所需的其他文件和行动。
- 10.18 每一方不可撤销且无条件地同意，可以通过附加电子签名的方式签署本协议，前提是遵守适用法律，并且所使用的方法可靠且适合于传达文件中包含的信息的目的。

11. 管辖法律和管辖权

- 11.1 本协议及各方之间的关系受香港法律的管辖并据香港法律解释。
- 11.2 因本协议或其违约、终止或无效产生或与之有关的任何争议、争端或索赔（“**争议**”）均应根据提交仲裁申请之日有效的香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地为香港。应有三名仲裁员，仲裁程序用语为英语。仲裁庭的判定和裁决是终局的，且对各方均具约束力，可在拥有管辖权的任何法院录入并强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

- 12.1 如果在任何司法管辖区的任何法律程序（包括但不限于仲裁程序）中，投资者已经或可以（基于主权或皇室地位或其他理由）为其自身或其资产、财产或收入主张对以下各项的任何豁免权：诉讼、起诉、程序或其他法律流程（包括但不限于仲裁程序），抵销或反诉，任何法院的司法管辖权，送达程序，任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）的辅助程序或协助执行，或对任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）提供任何救济或强制执行的其他诉讼、起诉或程序，或如果在任何该等程序中可能有归因于其本身或其资产、财产或收入的任何该等豁免（无论是否主张），则各投资者特此不可撤销且无条件地放弃并同意不就该等程序申请或主张任何该等豁免。

13. 对美国特别决议制度的认可

- 13.1 如果任何属适用主体的全球发售下的承销商成为根据美国特别决议制度进行的法律程序所涉的对象，该承销商对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。
- 13.2 如果任何属适用主体的全球发售下的承销商或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。

“《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k)节中对“关联方”规定的含义，并据之解释。

“**适用主体**”是指以下任何主体：

《美国联邦法规》第 12 篇第 252.82(b)节中定义（且据其解释）的“**适用实体**”；

《美国联邦法规》第 12 篇第 47.3(b)节中定义（且据其解释）的“适用银行”；
或

《美国联邦法规》第 12 篇第 382.2(b)节中定义（且据其解释）的“适用金融服务机构”。

“**违约权**”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释。

“**美国特别决议制度**”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

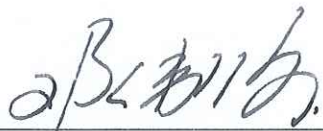
14. 协议副本

14.1 本协议一式多份，由各方签署单独副本。每份副本均视为正本，但所有副本共同构成一份相同的法律文书。通过电子邮件附件（PDF）或者传真方式发送本协议已签署副本的签字页，应视为有效的交付方式。

本协议已由各方合法授权代表于本协议开头所载日期签署，**特此证明**。

为且代表

中伟新材料股份有限公司



姓名：邓伟明

职务：执行董事

为且代表
蓝思国际（香港）有限公司

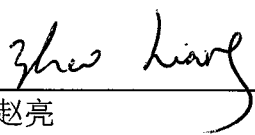


李钦军

姓名：李钦军
职务：证券投资部投资总监，授权签字人

为且代表

摩根士丹利亚洲有限公司



姓名：赵亮
职务：董事总经理

为且代表

华泰金融控股（香港）有限公司



姓名：刘玉麒

职务：执行董事

为且代表

中国国际金融香港证券有限公司

A handwritten signature in black ink, appearing to read 'Cui Tong', is written above a horizontal line.

姓名：曾智聰

职务：执行总经理

为且代表

农银国际融资有限公司



姓名：卞京

职务：董事总经理

附表一
投资者股份

投资者股份的数量

投资者股份的数量应等于 (1)10,000,000 美元 (US\$10,000,000) (不包括投资者将就投资者股份支付的佣金及征费) 除以 (2) 发售价, 四舍五入至最接近的 200 H 股整笔交易单位数量。

另外, 联席保荐人、整体协调人和公司可以其唯一及绝对酌情权调整投资者股份数目的分配, 从而满足上市规则的相关要求, 包括但不限于 (i) 上市规则第 8.08(3)条的要求 (该条款规定, 于上市日期由公众人士持有的证券中, 由持股量最高的三名公众股东实益拥有的百分比, 不得超过 50%), (ii) 上市规则第 8.08(1)条 (被修订并由第 19A.13A 条取代) 规定的最低公众持股量要求或联交所豁免的其他要求, (iii) 上市规则第 8.08A 条 (被修订并由第 19A.13C 条取代) 规定的最低自由流通量要求, 及/或 (iv) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者 (基石投资者除外) 的最低比例。此外, 整体协调人和公司可自行决定调整投资者股份数量, 以遵守上市规则附录 F1 (股权证券的配售指引)。

附表二
投资者详情

投资者

注册地：	香港新界观塘海滨道 133 号万兆丰中心 7 楼 A 室
注册证编号：	1524914
营业执照号：	53230454-000-11-24-7
LEI 号码：	无
业务地址、电话号码及联系人：	香港新界观塘海滨道 133 号万兆丰中心 7 楼 A 室、（852）63739336、Louise Lo
主营业务：	系蓝思科技集团的海外运营与投资平台
最终控股股东：	蓝思科技股份有限公司
最终控股股东的注册地：	湖南省浏阳生物医药园
最终控股股东的营业执照号和 LEI 号码：	91430000796852865Y /LEI 号码无
最终控股股东的主营业务：	蓝思科技股份有限公司是新智能终端全产业链一站式精密制造解决方案提供商业务涵盖智能手机与电脑、智能汽车与座舱、智能头显与智能穿戴、人形机器人等产品的结构件、功能模组、整机组装等。
股东及股东持有的权益：	蓝思科技股份有限公司 100%持有
投资者说明供载入招股章程：	蓝思国际（香港）有限公司是一家在香港注册成立的有限公司。蓝思国际（香港）有限公司为蓝思科技股份有限公司（「蓝思科技」）（其 A 股在深圳证券交易所创业板上市的公司（股份代号：300433.SZ））及其 H 股在香港联交所上市的公司（股份代号：6613.HK））之全资附属公司。蓝思科技作为行业领先的一站式智能制造综合解决方案提供商，蓝思科技业务布局广泛，涵盖智能手机与计算机、智能汽车与座舱、智能头显与可穿戴设备、人形机器人及其他智能终端领域，提供结构件、功能模块及整

机组装等解决方案，在消费电子及智能汽车行业的大规模精密研发与制造领域积淀了多年经验。

相关投资者类别（联交所的 FINI 承配人名单模板中所载或在 FINI 界面须披露）：
基石投资人

基石投资协议

2025 年 11 月 5 日

中伟新材料股份有限公司

欣旺达财资（香港）有限公司

摩根士丹利亚洲有限公司

华泰金融控股（香港）有限公司

中国国际金融香港证券有限公司

农银国际融资有限公司

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本协议（本“协议”）于 2025 年 11 月 5 日签订：

各方当事人如下：

- (1) 中伟新材料股份有限公司，一家在中国成立的股份有限公司，其注册办事处位于中国贵州省铜仁市大龙经济开发区 2 号干道与 1 号干道交汇处（“公司”）；
- (2) 欣旺达财资（香港）有限公司，一家于香港注册成立的公司，其注册办事处位于香港九龙广东道 33 号中港城 1 座 21 楼 2101B 室（“投资者”）；
- (3) 摩根士丹利亚细有限公司，地址为：香港九龙柯士甸道西 1 号环球贸易广场 46 楼（“摩根士丹利”）；
- (4) 华泰金融控股（香港）有限公司，地址为：香港 皇后大道中 99 号中环中心 62 楼（“华泰”，与摩根士丹利合称为“联席保荐人”，各自称为“一名联席保荐人”）；
- (5) 中国国际金融香港证券有限公司，地址为：香港中环港景街 1 号 国际金融中心一期 29 楼（“中金”）；及
- (6) 农银国际融资有限公司，地址为：香港干诺道中 50 号 中国农业银行大厦 11 楼（“农银国际”，与摩根士丹利、华泰及中金合称“整体协调人”，各自称为“一名整体协调人”）。

鉴于：

- (A) 公司已提交以全球发售的方式（“全球发售”）将其 H 股（定义见下文）在联交所（定义见下文）上市的申请，其中包括：
 - (i) 公司公开发售 10,422,600 H 股（定义见下文）供香港公众人士认购（“香港公开发售”）；和
 - (ii) 公司根据证券法（定义见下文）S 条例进行离岸交易，在美国境外向投资者进行有条件的 93,802,800 H 股配售（包括向香港的专业和机构投资者配售）以及在美国向符合 144A 规则或证券法项下其他登记豁免规则的合资格机构买家（“合资格机构买家”）（144A 规则下定义）进行的有条件配售（“国际发售”）。
- (B) 摩根士丹利和华泰担任全球发售的联席保荐人，摩根士丹利、华泰、中金和农银国际担任全球发售的整体协调人及资本市场中介人。
- (C) 投资者希望根据并基于本协议条件和条款认购投资者股份（定义见下文），作为国际发售的一部分。

各方在此达成如下协议：

1. 定义和解释

- 1.1 除文义另有所指外，在本协议（包括其附表及绪言）中，下列各词汇、术语和用语具备以下含义：

“**联属公司**”就特定个人或实体而言，除上下文另有规定外，是指直接或间接通过一个或多个中介机构控制，或受其控制或与指定的个人或实体共同控制的任何个人或实体。为了本定义的目的，“控制”（包括“控制”、“由...控制”及“与...共

同控制”)是指直接或间接拥有指导或引导他人管理和政策方向的权力(无论通过拥有表决权的证券、合同或其他方式);

“**会计及财务汇报局**”指香港会计及财务汇报局;

“**总投资额**”指等于发售价乘以投资者股份数目的金额;

“**批准**”具有第6.2(g)条所赋予的含义;

“**联系人/紧密联系人**”应具有上市规则赋予该术语的定义,及“**各联系人/紧密联系人**”应据此予以相应解释;

“**佣金**”指费用规则(定义见上市规则)第7(1)段要求的按总投资额的1%计算的佣金;

“**营业日**”指香港持牌银行一般对香港公众正常营业以及联交所对外进行证券买卖业务的任何日子(星期六、星期日及香港公共假期除外);

“**中央结算系统**”指香港中央结算有限公司建立和经营的中央结算及交收系统;

“**交割**”指根据本协议条款和条件完成对投资者股份的认购;

“**资本市场中介**”指行为守则中定义的资本市场中介机构,用于在股权资本市场交易中进行簿记和配售活动;

“**行为守则**”指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则;

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

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

“**关连人士/核心关连人士**”应具有上市规则赋予该术语的定义,及“**关连人士/核心关连人士**”亦须据此解释;

“**关联关系**”须具有中国证监会备案规则赋予该词的涵义;

“**合约(第三者权利)条例**”指不时经修订或补充或另行修改的《合约(第三者权利)条例》(香港法例第623章);

“**控股股东**”除上下文另有要求外,须具有上市规则赋予该词的涵义及“**控股股东**”亦须据此解释;

“**中国证监会**”指中国证券监督管理委员会;

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

“中国证监会备案报告” 指公司就全球发售根据中国证监会备案规则第 13 条提交予中国证监会的备案报告，包括其中任何修订、补充和/或修改；

“中国证监会备案” 指根据中国证监会备案规则和其他适用法律、法规和中国证监会的要求，就全球发售事项以书面、口头或其他任何方式向或将向中国证监会提交/作出的任何和所有信函、备案、通信往来、沟通、文件、回复、承诺和呈交，包括其中任何修订、补充和/或修改（包括但不限于中国证监会备案报告）；

“延迟交付日期”指在香港公开发售承销协议和国际发售承销协议均已签订并已成为无条件协议且尚未终止前提下，整体协调人应依据第4.3 条通知投资者的晚于上市日期的日期；

“处置”就任何相关股份而言，包括直接或间接，

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份或其中任何权益，或代表接收该等相关股份的权利的任何其他证券的任何合法或实益权益的发售、抵押、押记、出售、按揭、借贷、设立、转移、转让或以其他方式处置任何合法或实益权益（包括设立任何购股权或订立协议设立购股权，或出售或授出或同意出售或授出任何购股权或购买、认购、出借或以其他方式转让或处置任何购股权的合同或任何认股权证或购买权、认购权、出借权或以其他方式转让或处置，或购买或同意购买任何购股权、合同、认股权证或出售权）（直接或间接，有条件或无条件），或者设立任何性质的任何第三方的权利；或者直接或间接、有条件或无条件缔约进行上述任何处置；或
- (ii) 订立任何掉期交易或其他安排将相关股份或其中任何权益的任何实益所有权或该等相关证券或此类其他证券或其中的任何权益的任何经济后果或附带后果部分或全部转让他人；或
- (iii) 直接或间接开展与上述第 (i)及(ii)项所描述的任何一项交易具有相同经济效果的任何其他交易；或
- (iv) 同意或缔约或公开宣布有意开展上述第 (i)、(ii)及 (iii)项所描述的任何交易，无论上述第(i)、(ii)及 (iii)项所描述的交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份其他证券、以现金或其他方式结算；且**“处置”**应据此予以解释；

“FINI” 须具有上市规则赋予该词的涵义；

“全球发售”具有绪言 (A)所赋予的含义；

“政府机构”是指任何国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家的政府、政府间的、监管机构或行政委员会、董事会、机构、主体或代理部门，或任何证券交易所、自监管或其他非政府监管机构，或任何法院、司法机构、法庭、仲裁庭或仲裁员（包括但不限于联交所、深交所、证监会及中国证监会）；

“**集团**”指公司及其附属公司；

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

“**港元**”指香港法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有绪言 (A)所赋予的含义；

“**受偿方**”具有第6.6 条所赋予的含义，“**受偿方**”为其中任何一方，视情况而定；

“**国际发售**”具有绪言 (A)所赋予的含义；

“**国际发售通函**”指公司预期向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条所赋予的含义；

“**投资者股份**”指投资者根据本协议条款及条件，按照附表一进行计算，并由公司、整体协调人决定，由投资者于国际发售中认购的 H 股数目；

“**法律**”指所有相关司法管辖区的任何政府机构（包括但不限于联交所、深交所、证监会和中国证监会）的所有法律、成文法规、立法、条例、办法、规则、法例、指引、指导、决定、意见、通知、通函、指南、要求、命令、判决、判令或裁定；

“**征费**”指就总投资额而言 0.0027%的证监会交易征费（或上市日期现行的交易征费）和 0.00565%的联交所交易费（或上市日期现行的交易费）及 0.00015%的会计及财务汇报局交易征费（或上市日期现行的交易征费）；

“**上市日期**”指 H 股首次在联交所主板上市的日期；

“**上市指南**”指经不时修改、补充或修订的，联交所刊发的《新上市申请人指南》；

“**上市规则**”指不时经修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》，以及联交所的上市决策、指引及其他规定；

“**禁售期**”具有第5.1 条所赋予的含义；

“**发售价**”指将根据全球发售进行发售或出售 H 股的每股 H 股的最终港元价格（不包括佣金和征费）；

“**超额配股权**”具有国际发售通函所赋予的定义；

“**各方**”指列名的本协议各方；“**一方**”按文义应指他们其中任何一方；

“中国”指中华人民共和国，仅就本协议而言，不包括香港及澳门特别行政区和中国台湾地区；

“初步发售通函”指公司将向潜在投资者（包括投资者）发出的与国际发售有关的经不时修订或补充的初步发售通函；

“专业投资者”具有证券及期货条例附录 1 第 1 部分所赋予的含义；

“自营投资为基础”指投资者出于自身利益及投资目的而进行投资(无论该投资是否是为了该投资者的任何股东或资金投资者的利益而进行)，而非作为任何第三方的代理人而进行；

“招股章程”指公司将就香港公开发售在香港发行的最终招股章程；

“公开文件”指公司为国际发售将发出的初步发售通函和国际发售通函，为香港公开发售将在香港发出的招股章程，以及公司就全球发售可能发出的其他文件和公告，上述各项可经不时修改或补充；

“合格机构买家”具有绪言 (A)所赋予的含义；

“监管机构”具有第6.2(i)条所赋予的含义；

“相关股份”指投资者或其全资子公司（如有）根据本协议第2.2 条认购的投资者股份，以及根据任何供股、资本化发行或其他资本重组形式（不论该等交易是否以现金或其他方式结算）由投资者股份派生的公司任何股份或其他证券或权益；

“S 条例”指证券法 S 条例；

“人民币”指中国法定货币；

“144 条例”指证券法 144 条例；

“144A 条例”指证券法 144A 条例；

“证券法”指经修订的美国 1933 年《证券法》（不时补充或以其他方式修改，以及据此颁布的规则和条例）；

“证监会”指香港证券及期货事务监察委员会；

“证券及期货条例”指不时经修订、补充或另行修改的《证券及期货条例》（香港法例第 571 章）；

“联交所”指香港联合交易所有限公司；

“附属公司”具有公司条例所赋予的定义；

“美国”指美利坚合众国及其领土、领地、美国任何州以及哥伦比亚特区；

“美元”指美国法定货币； 及

“美国人士”具有 S 条例所赋予的含义。

1.2 在本协议中，除文义另有所指外：

- (a) 凡提及“条”、“款”或“附表”均指本协议中的条、款或附表；
- (b) 索引、条款和附表标题仅为方便阅读而设，不得影响对本协议的理解或解释；
- (c) 绪言和附表构成本协议的其中部分，并具有同等效力和作用，犹如本协议正文明确所载，以及凡提及本协议应包含绪言和附表；
- (d) 含有单数含义应包括复数含义，反之亦然；具有一种性别意义的词汇应包括另一种性别的含义；
- (e) 凡提及本协议或其他文件包括本协议或其他文件的任何修订或替换；
- (f) 凡提及一项法规、法定条文、法例或规则，包括提述：
 - (i) 该法规、法定条文、法例或规则经不时合并、修订或补充、修改、重新制定，或由任何法规、法定条文、法例或规则取代；
 - (ii) 对其重新制定的任何废除的法规、法定条文、法例或规则（无论是否进行修改）； 及
 - (iii) 根据它制定的任何附属立法；
- (g) 凡提及时间及日期，除非特别规定，均分别指香港时间及日期；
- (h) 凡提及“人士”包括提及个人、企业、公司、法人团体、非公司社团或机构、政府、国家或国家机构、联营企业、联合体或合伙（无论是否具有独立法人资格）；
- (i) 凡提及“包括”及“包含”应解释为包括但不限于及包含但不限于； 及
- (j) 凡提及有关香港之外其他司法权区下任何诉讼、救济、措施或司法程序的法律词汇，法律文件、法律状态、法庭、官方或任何法律概念或事物将视为具有该司法权区下与有关香港法律词汇最相近之含义。

2. 投资

2.1 在满足下文第3 条提及的各条件（或经各方豁免，但第3.1(a)条、第3.1(b)条、第3.1(c)条、第3.1(d)条及第3.1(e) 条所载条件不得豁免，且第3.1(f)条项下的条件仅可由公司、联席保荐人及整体协调人豁免）及在本协议其他条款和条件的规限下：

- (a) 投资者将于上市日期或（若适用）延迟交付日期认购，且公司将发行、分配及发售，且整体协调人将分配及/或交付（视情况而定）或安排分配及/或交付（视情况而定）予投资者，投资者将通过整体协调人及/或其附属公司（以相关部分国际发售的国际承销商的国际代表身份）按发售价认购的投资者股份并作为国际发售的一部分； 及
- (b) 投资者将根据第4.2 条就投资者股份支付总投资额、佣金和征费。

2.2 投资者可选择于不迟于上市日期前三个营业日书面通知公司、联席保荐人及整体协调人，通过投资者的一家全资附属公司认购投资者股份。该全资附属公司为专业投资者，且为 (A) 一个合资格机构买家，或 (B) (i) 非美国人士；(ii) 位于美国境外；及 (iii) 根据 S 条例收购离岸交易中的投资者股份，但是：

- (a) 投资者应促使该全资附属公司于同日向公司、联席保荐人及整体协调人提供书面确认函，表示其同意遵守投资者在本协议中作出的相同协定、声明、保证、承诺、承认和确认，且投资者在本协议中作出的协定、声明、保证、承诺、承认和确认应视为由投资者为其自身和代表该全资附属公司作出；及
- (b) 投资者(i) 向公司、联席保荐人及整体协调人无条件且不可撤销地保证，该全资附属公司妥善且准时履行其在本协议项下所应遵守的所有的协定、义务、承诺、保证、声明、赔偿、同意、承认、确认及契诺；及 (ii) 承诺共同及个别地按照第6.6 条的规定，根据受偿方各方的要求，充分有效地给予弥偿及按要求维持弥偿。

本第2.2 条项下构成了投资者直接、主要且无条件的义务，即按照要求向公司、联席保荐人及整体协调人支付该全资附属公司在本协议项下任何应付款项，且按要求及时履行该全资附属公司在本协议项下的任何义务，而无需公司、联席保荐人及整体协调人先采取针对该全资附属公司或任何其他人士的措施。除非文义另有所指，投资者一词在本协议中应被理解为包含该全资附属公司。

2.3 公司及整体协调人可以根据第4.3 条自主决定于延迟交付日期交付全部或部分的投资者股份。

2.4 公司及整体协调人（代表其自身及全球发售的承销商）将以他们商定的方式决定发售价。投资者股份的确切数量将由公司及整体协调人根据附表一最终决定，且该决定为最终且对投资者具有约束力（除非出现明显错误）。

3. 交割前提条件

3.1 投资者在本协议项下根据第2.1 条认购投资者股份的义务，以及公司及整体协调人根据第2.1 条发行、分派、配售、分配及/或交付（视乎情况而定）或促使发行、分派、配售、分配及/或交付（视乎情况而定）投资者股份的义务，仅取决于各方于交割之时或之前满足或豁免（但第 3.1(a)条、第 3.1(b)条、第 3.1(c)条、第 3.1(d)条及第 3.1(e)条所载条件不得豁免，且第 3.1(f)条项下所载条件仅可由公司、联席保荐人及整体协调豁免）以下各项条件：

- (a) 香港公开发售承销协议和国际发售承销协议经订立并于不迟于该等承销协议指明的时间和日期（根据彼等各自的原定条款或其后协议各方通过协议豁免或更改的条款）已生效并须无条件履行，且上述承销协议均尚未被终止；
- (b) 发售价已由公司及整体协调人（代表他们自己和全球发售的承销商）根据各方将签署的定价协议协商确定；
- (c) 联交所已批准 H 股（包括投资者股份）上市和买卖并授予其他适用豁免和批准，包括与投资者认购投资者股份有关的事项，且该等批准、同意或豁免在 H 股于联交所开始买卖之前尚未被撤销；

- (d) 中国证监会已经受理中国证监会备案并在其网站上发布中国证监会备案的备案结果，且该等受理通知书和/或经公布的备案结果在 H 股于联交所开始买卖之前尚未被拒绝、撤回、撤销或使其无效；
- (e) 任何政府机构尚未制定或颁布任何法律禁止完成全球发售或本协议项下拟进行的交易，并且具有管辖权的法院未发出任何有效命令或禁制令阻止或禁止该等交易的进行；及
- (f) 投资者在本协议项下的各自声明、保证、承认、承诺和确认在所有方面均属准确、真实及完整且无误导性，且投资者并无违反本协议。

3.2 若于本协议日期后一百八十（180）日当日或之前（或公司、投资者、联席保荐人及整体协调人之间可能书面同意的其他日期），第3.1条所载的任何条件未获实现或未被各方豁免（但第3.1(a)条、第3.1(b)条、第3.1(c)条、第3.1(d)条及第3.1(e)条所载条件不得豁免，且第3.1(f)条项下的条件仅可由公司、联席保荐人及整体协调人豁免），投资者购买投资者股份的义务，以及公司及整体协调人发行、分派、配售、分配及/或交付（视乎情况而定）或促使发行、分派、配售、分配及/或交付（视乎情况而定）投资者股份的义务应终止，且投资者根据本协议向任何其他方支付的任何款项将由该其他方在不计利息且商业上可行的情况下尽快并在任何情况下不晚于本协议终止日期的三十(30)日内归还予投资者，而本协议将予以终止并不具有效力，且公司、联席保荐人及/或整体协调人的所有义务及责任应停止并终止；但根据本第3.2条终止本协议，不得影响任何一方在该等终止之时或之前就本协议所载条款对其他各方的已有权利或责任。为避免疑义，本条款中的任何内容均不得解释为赋予投资者对其违反投资者根据本协议在本条提及的日期前作出并保持有效的任何声明、保证、承诺、承认及确认予以补救的权利。

3.3 投资者承认无法保证全球发售将会完成、不会延迟、不会终止或发售价将在公开文件规定的示意性范围内，若因任何原因全球发售在预计的日期和时间延迟、终止、未能进行或没有完成或根本无法完成，或如果发售价不在公开文件规定的指示性范围内，公司、联席保荐人或整体协调人将不会对投资者承担任何责任。投资者特此放弃，以因全球发售因任何原因按预计的时间及日期延迟、终止、未能进行或未能完成或根本无法完成，或如果发售价不在公开文件规定的指示性范围内为由，任何对公司、联席保荐人及/或整体协调人或上述各方的附属公司、联属公司、高级管理人员、董事、监事（如适用）、雇员、顾问、联系人、代理及代表提出任何申索或诉讼的权利（如有）。

4. 交割

4.1 在第3条和本第4条的规限下，根据国际发售并作为国际发售的一部分，投资者将以发售价认购投资者股份，并通过整体协调人（和/或其各自的联属公司）以其作为国际发售相关部分的国际承销商代表的身份进行。据此，投资者股份的认购将同时与国际发售按公司、整体协调人确定的时间和方式交割。

倘公司、联席保荐人及整体协调人认为公司在上市日无法遵守 (a) 上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）规定或联交所另行豁免的最低公众持股量规定；(c) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由

流量要求；及/或(d)上市规则第18项应用指引第3.2段规定的分配予配售部分的投资者（基石投资者除外）的最低比例，公司、联席保荐人及整体协调人应有权以其唯一及绝对酌情权调整投资者认购及/或收购的投资者股份数目的分配，以确保遵守上市规则（或联交所授予之相关豁免的规定）。

- 4.2 不论投资者股份的交付时间和方式如何，投资者应于不迟于上市日期前一（1）天上午 8:00（香港时间）或之前，以立即可用的港元资金通过电汇（向整体协调人通知投资人的港元银行账户）全数支付总投资额连同相关佣金和征费，其应向整体协调人于不迟于上市日期前一（1）个完整营业日书面通知投资者的有关港元银行账户进行支付，并且不得作出任何扣除或抵销，前述通知应（其中包括付款账户详情和投资者根据本协议的应付总额）。
- 4.3 若整体协调人自主确定所有或任何部分投资者股份将于晚于上市日期的日期（“**延迟交付日期**”）交付，整体协调人应在 (i) 不迟于上市日期前两（2）个营业日，书面通知投资者将会延迟交付的投资者股份数目；及 (ii) 不迟于实际延迟交付日期前两（2）个营业日，书面通知投资者延迟交付日期，但前提是，延迟交付日期不应晚于可以行使超额配股权最后一日之后三（3）个营业日。整体协调人的此类决定将对投资者具有决定性和约束力。如果投资者股份将在延迟交付日期交付给投资者，则投资者仍应依照第4.2条的规定支付投资者股份。
- 4.4 在根据第4.2条妥为缴付投资者股份的款项的规限下，向投资者交付投资者股份（视乎情况而定）应通过中央结算系统进行，方式是直接将投资者股份存入中央结算系统，以寄存于中央结算系统投资者户口持有人账户或投资者于不迟于上市日期前或根据第4.3条确定的延迟交付日期前三（3）个营业日书面通知整体协调人的中央结算系统股份账户。
- 4.5 在不影响第4.3条的前提下，投资者股份的交付亦可通过公司、联席保荐人、整体协调人和投资者书面同意的任何其他方式进行，但前提是，投资者股份的交付不晚于可以行使超额配股权最后一日之后三（3）个营业日，无论交付该投资者股份的时间和方式如何。
- 4.6 若未能按本协议规定的时间和方式及时（不论全部或部分）收取或结算总投资额款项和相关佣金和征费，公司、联席保荐人及整体协调人保留以其绝对酌情权决定终止本协议的权利，在此情况下，公司、联席保荐人及整体协调人的所有义务和责任应停止并终止（但不得影响公司、联席保荐人及整体协调人可能因投资者未能遵守其于本协议项下的义务而对其享有的任何申索）。投资者在任何情况下均应根据第6.6条全权负责并应赔偿各受偿方因投资者未能全数支付总投资额款项、佣金和征费而可能蒙受或由其产生或与之相关的任何损失和损害赔偿，并确保其不受损失且使其获全数赔偿（按照税后标准）。
- 4.7 若出现公司、联席保荐人、整体协调人及/或其各自联属公司（视情况而定）无法控制的情形，包括但不限于天灾，洪水，战争（不论宣战或未宣战），恐怖主义，火灾，骚乱，叛乱，内乱，流行病或严重流行病（包括但不限于 SARS, H5N1, MERS and COVID-19），疾病的爆发、升级、变异或加重，灾难，危机，公共秩序混乱，地震，海啸，火山喷发，其他自然疾病，敌对行动的爆发或升级（不论宣战或未宣战），区域、国家或国际紧急状态，经济制裁，政治变化，政府运作瘫痪，运输中断或延误或严重中断，罢工，停工，其他工业行动，电力或其他供应的故障，飞机碰撞，技术故障，意外或机械或电力故障，计算机

故障或任何款项传输系统的故障或失败，禁运，劳动争议及任何现有或将来的法律、法令、法规的变更，或任何现有或将来政府活动的变更或类似的情形，从而阻止或延迟其履行本协议项下的义务，则公司、联席保荐人、整体协调人及其各自附属公司均不承担（无论共同或各自）未能或延迟履行本协议项下义务的责任，公司、联席保荐人及整体协调人均有权终止本协议。

5. 投资者限制

- 5.1 在第5.2 条的规限下，投资者为其自身及代表其全资子公司（若投资者股份由该全资子公司持有，如有）同意并向公司、联席保荐人及整体协调人作出契诺和承诺，未经公司、联席保荐人及整体协调人事先书面同意，自上市日期（含上市日期）起至上市日期满六（6）个月之日（含当日）结束的期间（“**禁售期**”）内任何时间，投资人将不会且将促使其附属公司不会直接或间接：(i) 以任何方式处置任何相关股份或处置持有相关股份的任何公司或实体的任何权益，包括任何可转换、可交换、可行使或代表有权获得上述证券的证券，或同意、订立协议或公开宣布订立此类交易的意向；(ii) 允许其最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或 (iii) 直接或间接进行任何与上述交易具有相同经济效果的交易。
- 5.2 在任何情况下，第5.1 条所载任何内容不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，但：
- (a) 于有关转让前至少五（5）个工作日，投资者及/或该全资附属公司（向公司、联席保荐人及整体协调人并为其利益以令其满意的条款）作出书面承诺同意，且投资者承诺促使该全资附属公司接受投资者于本协议项下的义务（包括第5条中对投资者施加的限制）约束，视同该全资附属公司自身承担该等义务和限制；该全资附属公司应被视为已作出第6条所规定的相同承认、确认、承诺、声明及保证；
 - (b) 投资者和该投资者全资附属公司就其持有的所有相关股份而言，应被视作投资者，并应共同及各自承担本协议施加的所有义务和责任；
 - (c) 若于禁售期届满前任何时间，该全资附属公司不再属于或将不再属于投资者的全资附属公司，其应（且投资者应促使该附属公司应）将其持有的相关股份立即且（在任何情况下于不再属于投资者的全资附属公司之前）完全并有效地转让予投资者或投资者另一家全资附属公司，该全资附属公司应或经投资者督促应（向公司、联席保荐人及整体协调人并为其利益以令其满意的条款）作出书面承诺，同意受投资者于本协议项下义务（包括本第5条中对投资者施加的限制）的约束，并作出本协议下的相同承认、确认、承诺、声明及保证，视同该全资附属公司自身承担该等义务和限制并且应连带承担本协议所施加的全部责任及义务；及
 - (d) 该全资附属公司为 (A) 合资格机构买家，或 (B) (i) 不是美国人士；(ii) 位于美国境外，及(iii) 依据 S 条例收购离岸交易中的相关股份。
- 5.3 投资者同意并承诺，除经公司、联席保荐人及整体协调人事先书面同意外，投资者及其紧密联系人于公司全部已发行股本中（直接和间接）持有的总持股量应一直低于公司全部已发行股本的 10%（或者上市规则所不时规定的用于定义“大股东”的其他百分比）且投资者及其紧密联系人（定义见上市规则）不会成

为公司所指的核心关连人士。此外，投资者及其紧密联系人（定义见上市规则）在公司已发行股本总额中的合计（直接及间接）不应导致持有公司证券股本的公众人士（根据《上市规则》的规定及(如适用)联交所的豁免，包括但不限于《上市规则》第 8.08 条（被修订并由第 19A.13A 条取代））低于《上市规则》第 8.08 条（被修订并由第 19A.13A 条取代）所规定的百分比或联交所可能批准并适用于公司的其他百分比。投资者同意，如果注意到上述任何情况，将书面通知公司、联席保荐人和整体协调人。

- 5.4 投资者同意，投资者持有公司股本为以自营投资为基础，并同意经公司、联席保荐人及/或整体协调人提出合理要求后向公司、联席保荐人及整体协调人提供合理证明，表明投资者持有公司股本是以自营投资为基础。投资者不得，且应促使其控股股东、联系人及其各自实益拥有人不得在全球发售中通过簿记建档程序提出 H 股（投资者股份除外）申请或买卖指示或在香港公开发售中提出 H 股申请，除非该等行动已事先向公司、联席保荐人及保荐人-整体协调人披露，且符合适用法律法规（包括但不限于上市指南第 4.15 章或香港监管机构发布的书面指引）或获联交所许可。
- 5.5 投资者及其联属公司、董事、监事、高级管理人员、雇员或代理不得与公司、公司的控股股东、任何其他集团成员或其各自联属公司、董事、监事、高级管理人员、雇员或代理签订不符合或违反上市规则（包括上市指南第 4.15 章或由香港监管机构颁布的书面指引）的任何安排或协议（包括但不限于任何补充条款）。

6. 确认、声明、承诺和保证

- 6.1 投资者向公司、联席保荐人及整体协调人声明、承诺、保证、承认、同意和确认：
- (a) 公司、各联席保荐人及各整体协调人分别及其各自的联属公司、董事、监事（如适用）、高级管理人员、雇员、代理、顾问、联系人、合伙人及代表未作出任何声明、保证或者承诺或担保，全球发售将（于任何特定期间内）进行或完成或发售价将在公开文件规定的指示性范围内，并且倘若全球发售因任何原因延迟、未能进行或完成，或若发售价不在公开文件规定的指标范围内，上述人士概不对投资者承担任何形式的责任。；
 - (b) 公开文件和全球发售的其他销售和路演材料须披露本协议及投资者背景资料以及本协议项下拟进行的双方之间关系和安排，而公开文件和有关其他销售和路演材料和公告将提述投资者，针对全球发售或在其他情况下根据公司（清盘及杂项条文）条例和上市规则，本协议将尤其作为一份重大合约，并须送交香港监管机构存档并提供展示；
 - (c) 根据上市规则须向联交所提交或须在 FINI 上提交的有关投资者的资料将按需要与本公司、联交所、证监会及该等其他监管机构分享，并将纳入综合承配人名单并在 FINI 上向整体协调人披露；
 - (d) 发售价将仅根据全球发售的条款和条件予以确定，且投资者将无权对此提出任何反对；

- (e) 投资者股份将由投资者通过整体协调人及/或其各自的联属公司以国际发售的国际承销商的国际代表的身份认购；
- (f) 投资者将接受受限于公司章程或公司其他组织或章程文件及本协议的条款及条件的投资者股份；
- (g) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；
- (h) 投资者股份的数量可能会受到上市规则第 18 项应用指引、上市指南第 4.14 章、上市规则附录 F1 所载配售指南的要求或联交所不时批准且适用于公司的其他该等比例的影响而在国际配售和香港公开发售之间重新分配；
- (i) 在本协议签订时或其前后或在此后但在国际发售交割前的任何时候，公司、联席保荐人及/或整体协调人与一名或多名其他投资者已订立或可能及/或建议订立类似的投资协议，作为国际发售的一部分；
- (j) 投资者股份尚未且不会根据证券法或美国任何州或其他司法管辖区的证券法规予以登记且不得被发售、转售、质押或以其他方式在美国直接或间接向美国人士或以任何美国人士之名义或为其利益转让，除非根据有效的登记声明或豁免于证券法登记要求或交易无需遵守证券法登记要求，也不得在任何其他司法管辖区进行转让，除非获得该等其他司法管辖区的适用法律许可；
- (k) 若投资者依赖于 144A 规则认购投资者股份，投资者股份将构成 144 规则含义所指的“受限制证券”；
- (l) 投资者理解并同意投资者股份仅可 (A) 根据 144 规则或根据证券法项下其他适用的豁免要求在美国境内进行转让；或 (B) 在“离岸交易”（定义见 S 条例）中在美国境外按照 S 条例以及在各情况下根据美国任何州及任何其他司法管辖区的适用证券法进行转让，任何代表投资者股份的任何股票须附有大致包含上述意思的说明；
- (m) 投资者理解，公司、联席保荐人、整体协调人或任何国际发售的国际承销商，针对证券法 144A 规则或证券法项下的任何其他豁免规定是否适用于其后再发售、转售、抵押或转让投资者股份，概无发表任何声明；
- (n) 除第 5.2 条规定外，在附属公司持有任何投资者股份的情况下，只要该附属公司在禁售期内持续持有任何投资者股份，则投资者需要促使该附属公司保持投资者的全资附属公司的身份并继续坚持遵守本协议项下条款及条件；
- (o) 投资者已收到（及日后可能收到）的资料可能构成有关投资者投资（或持有）投资者股份的重大非公开信息及/或内幕消息（如证券及期货条例所界定），且其将 (i) 除了出于评价其于投资者股份之投资的惟一目的或据法律要求而基于严格须知的标准向其联属公司、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收者**”）之外，其不会向其他人披露该等信息，直至这些信息成为公开信息（非因投资者或其任何授权接收者过错的情况下）；(ii) 且投资者尽其最大努力确保其授权接收者

（根据本 6.1(o)条向其披露该等信息的人），除却基于严格须知的标准向其他授权接收者披露以外，不会向其他任何人披露该等信息；及 (iii) 不会且将确保其授权接收者（根据本 6.1(o)条向其披露该等信息的人）不会，以可能违反有关该交易的美国、香港、中国或者任何其他适用司法管辖区证券法（包括内幕交易规定）的方式直接或者间接购买、销售或交易或以其他方式买卖公司或其附属公司或联系人的 H 股或者其他证券或衍生品；

- (p) 本协议、招股章程初稿及初步发售通函初稿所载的以保密方式提供予投资者及/或其代表的信息以及可能已经以保密方式提供予投资者及/或其代表的任何其他材料（无论口头或书面）不得复制、披露、发送或传播给任何其他人，且据此提供的信息和材料可能会变动、更新、修订及完成，且投资者不应依赖该等材料确定是否投资投资者股份。为避免疑义：
- (i) 招股章程初稿、初步发售通函初稿或可能已提供予投资者及/或其代表的任何其他资料，在禁止该等要约、招揽或销售的司法管辖区内，均不构成收购、购买或者认购任何证券的邀请或要约或招揽，以及招股章程初稿或初步发售通函初稿所载任何内容或提供予投资者及/或其代表的任何其他材料（无论口头或书面）均不构成任何性质合约或承诺的基础；
 - (ii) 不得基于初步发售通函初稿或招股章程初稿或可能已提供予投资者及/或其代表的任何其他材料（无论口头或书面）作出或接收有关认购、收购或购买任何 H 股或其他证券的要约或邀请；及
 - (iii) 初步发售通函初稿或招股章程初稿或任何其他可能已提供（无论以书面或口头方式）给投资者的任何其他资料，可能须在订立本协议后进一步修订，且投资者不应依赖该等资料决定是否投资投资者股份，且投资者在此同意该等修订（如有）并放弃其有关修订（如有）的权利；
- (q) 本协议共同或分别均不构成在美国或者任何其他认定该等要约为非法的司法管辖区作出的证券销售的要约；
- (r) 其已获提供其认为评估认购投资者股份利益和风险的所有必要或需要的资料，并且已获得提问机会并得到了公司、联席保荐人或整体协调人关于公司、投资者股份或其认为评估认购投资者股份利益和风险的所有必要或需要的其他有关事项的答复，而且公司已向投资者或其代理提供了投资者或其代表要求的、与投资投资者股份有关的所有文件和信息；
- (s) 在作出投资决策时，投资者依赖于及仅将依赖公司发出的国际发售通函所提供的信息，而非依赖公司或代表公司、联席保荐人及/或整体协调人（包括其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人和附属公司）在本协议日期当日或之前向投资者提供的任何其他信息，并且公司、联席保荐人、整体协调人和其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及附属公司对未包含在国际发售通函中任何该等信息或资料的准确性或完整性概不作出任何声明、保证或承诺，公司、联席保荐人、整体协调人和其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系

人、合伙人及附属公司概不对投资者或其各自的董事、监事、高级管理人员、雇员、顾问、代理、代表、联系人、合伙人及附属公司承担任何责任；

- (t) 任何联席保荐人、整体协调人、资本市场中介、其它全球发售的承销商及其各自的董事、监事、高级管理人员、雇员、附属公司、代理、联系人、附属公司、代表、合伙人及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其集团成员业务、经营、前景、财务或其他方面的状况，或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；且除最终国际发售通函规定者外，公司及其董事、监事、高级管理人员、员工、附属公司、代理、联系人、附属公司、代表及顾问概无就投资者股份是否可取、投资者股份认购、购买或发售，或就公司或其集团成员业务、经营、前景、财务或其他方面的状况或就与前述事宜有关的任何其他事项对投资者作出任何保证、声明或者推荐；
- (u) 如投资者为或（直接或间接）将为相关股份实益拥有人或公司招股章程显示投资者为相关股份实益拥有人，其在（直接或间接）处置该任何相关股份时，将遵守本协议、上市规则或任何适用法律项下不时适用的所有限制（如有）；
- (v) 其已就公司、集团及投资者股份及本协议中的投资者股份认购条款自行作出调查，并就有关投资者股份的投资及其对投资者的合适性取得其认为必要或适当或其他满足其自身（包括税务、监管、财务、会计、法律、货币和其他方面）考量的（包括税务、监管、财务、会计、法律、货币和其他方面）独立意见，并尚未依赖且将无权依赖就全球发售而由或代表公司或任何联席保荐人、整体协调人、资本市场中介或承销商获得或进行（视情况而定）的任何（包括税务、监管、财务、会计、法律、货币和其他方面的）意见、尽职调查审查或调查或其他建议或支持，并且公司、联席保荐人、整体协调人或其各自的联系人、附属公司、董事、监事、高级管理人员、雇员、顾问或代表，或全球发售涉及的任何其他方，对投资者股份认购的或关于投资者股份买卖的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果，概不承担任何责任；
- (w) 投资者理解目前就投资者股份并无公开市场存在且公司、联席保荐人、整体协调人或全球发售涉及的任何其他方不保证将会有投资者股份的公开或活跃市场存在；
- (x) 若全球发售延迟或终止或因任何原因未能完成，公司、联席保荐人、整体协调人或者其各自的任何联系人、附属公司、董事、监事、高级管理人员、雇员、顾问、代理或代表对投资者或其附属公司概不存在任何责任；
- (y) 公司及整体协调人将有绝对酌情权改变或调整：(i) 全球发售下发行的 H 股数量；及 (ii) 香港公开发售及国际发售各自的 H 股数量；
- (z) 投资者已同意，于上市日期上午 8:00（香港时间）之前支付总投资额及相关佣金和征费；

- (aa) 公司及整体协调人可以全权及绝对的权力酌情决定调整投资者 H 股数目的分配，以符合上市规则第 8.08(3)条（该条订明，于上市日期公众持股中最多 50%可由前三大公众股东实益拥有），(ii) 上市规则第 8.08(1)条（被修订并由第 19A.13A 条取代）或联交所另行豁免的公众持股量规定，(iii) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求，及/或 (iv) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例；
- (bb) 除本协议以及投资者在投资者认购投资者股份前订立的保密协议外，投资者（一方）与本公司、本公司任何股东、联席保荐人及/或整体协调人（另一方）之间概无就全球发售订立任何其他协议；
- (cc) 投资者未基于如下原因收购投资者股份，且投资者或任何其联属公司或任何代其行事之人未曾且将来亦不会就投资者股份从事 (i) 任何定向销售活动（定义见 S 条例），或 (ii) 任何关于投资者股份的一般招揽或一般广告（定义见证券法 D 条例 502(c)规则）；
- (dd) 任何股份相关的交易须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律下关于 H 股买卖的限制；
- (ee) 公司将不会承认任何非按照本协议限制就相关股份进行的发售、出售、质押或其它转让。

6.2 投资者进一步向公司、联席保荐人及整体协调人作出以下声明、保证和承诺：

- (a) 其已根据其注册成立地的法律合法注册成立，并有效存在且并无清算或清盘之申请、命令或生效的决议；
- (b) 其具备接收及使用本协议下的信息（包括但不限于本协议、招股章程草稿及初步发售通函草稿）的资格，并且不会违反适用于该等投资者的法律或被要求于投资者所在的司法辖区注册或持有牌照；
- (c) 其具备拥有、使用、租赁及经营其资产并开展其当前所开展的业务的合法权利及授权；
- (d) 其拥有签署和交付本协议，订立和执行本协议规定的交易并履行本协议项下的义务要求的全部权力、授权和能力，并已采取一切行动（包括获得所有任何政府和监管机构或第三方的必要同意、批准和授权）；
- (e) 本协议已经由投资者正式授权、执行和交付，并构成根据本协议条款可对投资者强制执行的合法、有效和具有约束力的义务；
- (f) 其已采取，及在本协议期间将采取所有必要行动，履行其在本协议项下的义务并使本协议和本协议拟进行的交易生效，并遵守所有相关法律；
- (g) 根据适用于投资者的任何相关法律以及投资者在本协议项下认购投资者股份方面需要获得的所有同意、批准、授权、许可和注册（“**批准**”）均已获得且具有完全效力且所有批准尚未被无效化、收回、撤回或搁置且所有批准均不受任何未满足或履行的先决条件约束；截至本协议签署之日，所有批准尚未被无效化、收回、撤回或搁置，投资者也不知悉任何可能导致批准被无效化、收回、撤回或搁置的事实或情况。投资者进一

步同意并承诺，如果任何批准因任何原因被无效化、收回、撤回或搁置或不再完全有效，将立即书面通知公司、联席保荐人及整体协调人；

- (h) 投资者签署及交付本协议、投资者履行本协议及投资者股份的认购不会违反或导致投资者违反：(i) 投资者的公司组织章程大纲及其细则或其他组织或章程文件或 (ii) 投资者就本协议拟进行的交易须遵守的任何司法管辖区的法律或就认购投资者股份在其他情况下可能对投资者适用的法律或 (iii) 对投资者具有约束力的任何协议或其他文件或 (iv) 对该投资者有管辖权的任何政府机构的判决、命令或判令；
- (i) 其已遵守且将遵守所有与认购投资者股份有关的具有管辖权地区的所有适用法律，包括直接或间接通过公司、联席保荐人及/或整体协调人，按联交所、深交所、证监会、中国证监会及/或其他政府、公共、货币或监管机构或部门和证券交易所（统称“**监管机构**”）的要求及时间范围内，向该等监管机构提供信息或促成或促使提供适用法律或该等监管机构不时要求的信息并接受且同意披露该等信息（包括但不限于，(i) 投资者及其最终实益拥有人及/或最终负责提供有关投资者股份认购指示的人士的身份信息（包括但不限于其各自的名称和注册地点）；(ii) 本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份数量、总投资额以及本协议项下的禁售限制）；(iii) 涉及投资者股份的任何掉期安排或其他金融或投资产品及其详细信息（包括但不限于认购者及其最终受益所有人以及该掉期安排或其他金融或投资产品的提供者的身份信息））；及/或(iv) 投资者或其实益拥有人和联系人与公司及其任何股东之间的任何关联关系（统称为“**投资者相关信息**”）。投资者进一步授权公司、联席保荐人、整体协调人或其各自联属公司、董事、高级管理人员、员工、顾问及代表按监管机构的要求向监管机构披露投资者相关信息及/或按上市规则或适用法律要求或按任何相关监管机构要求在任何公开文件或其他公告或文件中进行披露；
- (j) 投资者各自在金融和业务方面拥有下列相关知识和经验：(i) 其能够评估对投资者股份的潜在投资的利益和风险；(ii) 其能够承担该投资的经济风险，包括其对投资者股份投资造成的全盘损失；(iii) 其已收到其认为对决定是否投资投资者股份而言必要或适当的全部资料；及 (iv) 其在投资类似发展阶段的公司的证券交易方面拥有丰富经验；
- (k) 其正常业务为购买或销售股份或公司债券或其为一名专业投资者。签订本协议，其就协议包含的交易而言，并非任何联席保荐人、整体协调人、资本市场中介或其他承销商的客户；
- (l) 投资者基于专有投资以其自己名义认购投资者股份，作投资目的，而非旨在分派由其根据本协议认购的任何投资者股份，该投资者无权提名任何人成为公司的董事、监事或高级管理人员；
- (m) (i) 若在美国境内认购投资者股份，则其为合格机构买家；或 (ii) 若在美国境外认购投资者股份，则其属在 S 条例所定义的“离岸交易”中购买投资者股份，且其并非美国人士；
- (n) 投资者认购投资者股份的交易根据证券法豁免或无须遵守注册要求；

- (o) 投资者及其实益拥有人及/或联系人 (i) 为独立于公司的第三方；及 (ii) 非为公司的关连人士（定义见上市规则）或其联系人，且投资者认购投资者股份不会导致投资者及/或其实益拥有人成为公司的一名关连人士（定义见上市规则），无论投资者与可能签订（或已签订）本协议所述的任何其他协议的任何其他方之间有任何关系，并紧随交割后就公司控制权将独立于任何关连人士并不与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）； (iii) 有足够的财务能力满足本协议项下的所有义务； (iv) 未直接或间接接受(a)公司的任何核心关连人士（定义见上市规则）或(b)公司、公司的任何董事、最高行政人员、控股股东、主要股东或现有股东或公司的任何附属公司，或其各自的任何紧密联系人（定义见上市规则）的资助、资金或支持，其就公司证券的收购、出售、投票或任何其他处置并非惯常接受且并未接受彼等人士的指示；及(v)除非已向公司、联席保荐人及整体协调人另行书面披露，否则与公司或其任何股东不存在关联关系；
- (p) 投资者将使用自有资金认购投资者股份，并且其尚未且不打算获得贷款或其他形式的融资来履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人均非任何全球发售的联席保荐人、整体协调人、簿记管理人、牵头经办人、资本市场中介、全球发售的承销商、牵头经纪或任何分销商的“关连客户”。“关连客户”、“牵头经纪”和“分销商”均具有上市规则附录 F1（股本证券的配售指引）所赋予的含义；
- (r) 投资者账户并非由相关交易所参与者（定义见上市规则）按照全权委托管理投资组合协议管理。“**全权委托管理投资组合**”一词应具有上市规则附录 F1（股本证券的配售指引）所赋予的含义；
- (s) 投资者、投资者的实益拥有人或其各自的联系人均非公司董事（包括过去 12 个月内担任董事）、监事或公司现有股东或其联系人或上述任何人士的提名人；
- (t) 除先前书面通知联席保荐人、整体协调人外，投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单模板中所载或须在 FINI 界面或按上市规则有关承配人的信息的要求所须披露之的任何承配人类别（“基石投资者”除外）；或 (b) 根据上市规则（包括上市规则第 12.08A 条）须在公司的配发结果公告中注明的任何承配人类别；
- (u) 投资者尚未与且将不会与任何“分销商”（定义见 S 条例）就分销 H 股订立任何合约安排，除非与其联属公司订立合约，或事先获得公司书面同意；
- (v) 投资者股份的认购将遵守上市规则附录 F1（股本证券的配售指引）及上市指南第 4.15 章；
- (w) 投资者或其任何联属公司、董事、监事、高级管理人员、雇员、代理或代表，均未通过补充条款或其他方式接受公司、公司的控股股东、任何集团成员或其各自的联属公司、董事、监事、高级管理人员、雇员、代理或代表在全球发售中提供的任何直接或间接利益或者签订关于上述事

项的任何协议或安排，或者以其他方式从事不符合或违反上市指南第4.15章的任何行为或活动；

- (x) 投资者、其实益拥有人及/或联系人均不可使用由公司、其附属公司或公司的关连人士、任何一位联席保荐人、整体协调人，或由全球发售的任何一位承销商或资本市场中介（直接或间接）进行的融资认购本协议项下的投资者股份；投资者及其各个联系人（如有）独立于且与已参与或将参与全球发售的其他投资者及其任何联系人均无关联；
- (y) 除本协议规定的情况外，投资者尚未与任何政府机构或任何第三方就任何投资者股份达成任何安排、协议或承诺；
- (z) 除之前以书面形式向公司、联席保荐人及整体协调人披露的情况外，投资者、其实益拥有人及/或联系人尚未达成也不会达成任何掉期安排或其他涉及投资者股份的金融或投资产品；
- (aa) 除根据本协议外，投资者或其任何控股股东、联系人及其各自的实益所有人均未就全球发售项下的任何 H 股提出申请或通过累计投标询价程序下订单；及
- (bb) 投资者及其紧密联系人（定义见上市规则）于公司全部已发行股本中持有的总持股量（直接或间接）不得导致公众人士（定义见上市规则）持有公司的总证券量低于上市规则要求的比例或联交所批准的其他比例。

6.3 投资者向公司、联席保荐人及整体协调人声明与保证，附表二所载有关其自身及其作为一家成员公司的集团公司的说明及所有向监管机构及/或公司、联席保荐人、整体协调人及其各自的联属人提供或按前述人士要求提供的投资者相关信息在所有方面均属真实、完整、准确并不存在误导。在不影响第6.1(b)条规定的情况下，投资者不可撤销地同意将其名称和本协议（包括附表二所载）的全部或部分说明提及并载入全球发售的公开文件、销售及路演材料，及（只要公司、联席保荐人及整体协调人全权认为需要）由公司、联席保荐人及/或整体协调人可能发布或代表其发布的该类其他公告或公示文件。投资者承诺尽快提供与其本身、其所有权（包括最终实益所有权）及/或公司、联席保荐人及/或整体协调人可能合理要求的有关的其他资料及/或证明文件，以确保其遵守适用法律及/或公司或证券登记及/或主管的监管机构（包括联交所、证监会和中国证监会）的要求。

6.4 投资者在此同意，在审查公开文件初稿及不时提供给投资者的关于全球发售的其他销售材料中对其自身及其作为一家成员公司的集团公司的说明，并根据投资者合理要求（如有）加以修改之后，投资者应被视为保证对其自身与其作为一家成员公司的公司集团的相关说明在所有重大方面均属真实、准确、完整且不存在误导，并同意，如果其中的任何保证、承诺、陈述或确认不再准确和完整，或在任何方面产生误导，将立即以书面形式通知公司、联席保荐人及整体协调人。

6.5 投资者理解，第6.1和6.2条中的保证、承诺、声明、同意、确认及承认应根据（其中包括）香港法律及美国证券法的要求作出。投资者确认，公司、联席保荐人、整体协调人、其他全球发售承销商及其各自的附属公司、代理、联属公司和顾问、以及其他人士将依赖第6.1和6.2条所载的投资者保证、承诺、声明、

同意、确认及承认的真实性、完整性和准确性，且其同意，若第6.1和6.2条中的任何保证、承诺、声明、同意、确认及承认在任何方面不再准确或完整或存在误导，将立即书面通知公司、联席保荐人及整体协调人。

- 6.6 对于可能以任何方式对任何受偿方提出或提起的与投资者股份认购及其项下的交易、投资者股份或本协议有关的（包括由投资者或各自的高级管理人员、董事、监事、雇员、员工、联属公司、代理、代表、联系人或合伙人违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌的作为或不作为）任何及全部损失、成本、费用、申索、行动、责任、法律程序或损害赔偿以及受偿方可能就因前述各项提起的或由前述各项引起的与之有关的任何申索、行动或法律程序或在该等申索、行动或法律程序的争议或抗辩中蒙受或招致的任何及所有成本、费用、损失或开支，投资者同意并承诺投资者将按要求向公司、联席保荐人、整体协调人、及其他全球发售的承销商，各自为其自身以及受托为其各自的联属公司，任何在证券法意义上对其有控制权的人，及其各自的高级管理人员、董事、监事、雇员、员工、联系人、合伙人、代理和代表（合称为“**受偿方**”）作出全额及有效的补偿，并保证他们不承担任何责任（按照税后标准）。在所有情况下，本第6.6条在本协议终止后继续有效。
- 6.7 投资者根据第6.1条、第6.2条、第6.3条、第6.4条、第6.5条及第6.6条（视乎情况而定）作出的各项承认、确认、声明、保证和承诺应被理解为单独的承认、确认、声明、保证或承诺，且应被视为于上市日期以及如适用，延迟交付日重复作出，并在本协议签署和履行后以及全球发售交割后继续有效。
- 6.8 公司声明、保证并承诺：
- (a) 公司是按照其中国法律正式成立和有效存续的企业；
 - (b) 公司拥有充分权力、授权和能力订立本协议和履行其于本协议项下的义务，并已采取所需的一切行动；
 - (c) 受限于第4.2条规定的全额付款及第5.1条规定的禁止期限，当投资者股份根据第4.4条交付予投资者时应为全额缴足股款、自由转让并不设有任何购股权、留置、押记、按揭、抵押、申索、衡平权益、产权负担和其他第三方权利，并与当时发行和将于联交所上市的H股享有同等权益；
 - (d) 公司及其控股股东（定义见上市规则）、集团任何成员公司及其各自的联属公司、董事、监事、高级管理人员、雇员和代理并无与投资者或其联属公司、董事、监事、高级管理人员、雇员或代理订立任何协议或安排（包括任何不符合上市规则（包括上市指南第4.15章）的补充条款）；及
 - (e) 除本协议规定外，公司或集团任何成员公司或其各自的任何联属公司、董事、监事、高级管理人员、雇员或代理均未就任何投资者股份与任何政府机构或任何第三方达成任何安排、协议或承诺。
- 6.9 公司承认、确认并同意，投资者将依赖国际发售通函所载资料，且投资者与在国际发售中购买H股的其他投资者就国际发售通函享有相同的权利。

7. 终止

- 7.1 本协议可在下列情况下终止：

- (a) 根据第3.2条或4.6条或4.7条终止本协议；
 - (b) 如投资者或投资者之全资附属公司(如投资者股份已根据上述第5.2条转让)在国际发售交割之日或，如适用，延迟交付日当日或之前严重违反本协议（包括严重违反投资者在本协议项下的声明、保证、承诺和确认），（尽管有任何与本协议相反的规定），仅公司或各联席保荐人及整体协调人可终止本协议；或
 - (c) 经所有各方书面同意终止本协议。
- 7.2 如本协议按照第7.1条终止，各方无义务继续履行其各自在本协议项下的义务（下文第8.1条规定的保密义务除外），在不影响在该终止时或之前任何一方就本协议条款已对其他方产生的权利或责任的情况下，各方在本协议项下的权利和责任（第6.6条及第11条规定的权利和责任除外）应终止，任何一方不得向任何其他各方提出任何申索。
- 7.3 尽管本协议终止，第6.6条、投资者提供的赔偿，以及第8.1条、第10条、第11条、第12条及第 **Error! Reference source not found.**条仍然有效。
- 8. 公布和保密**
- 8.1 除本协议及投资者签订的保密承诺另有规定外，未经其他各方事先书面同意，任何一方不得披露与本协议、本协议拟进行的交易或涉及公司、联席保荐人、整体协调人和投资者的任何其他安排有关的资料。但是，尽管有上述规定，任何一方可在下列情况下就本协议作出披露：
- (a) 本协议可向联交所、证监会、中国证监会及/或对公司、联席保荐人及/或整体协调人有监管权的任何其他监管机构披露，投资者背景以及公司和投资者之间的关系可在公司将发出或代表其发出的公开文件以及公司、联席保荐人及/或整体协调人就全球发售将发出或代表其发出的销售、路演材料及其他公告中说明；
 - (b) 本协议可向各方的法律和财务顾问、审计师、其它顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理披露，但仅限于上述人员需要知道的范围内，但该方应 (i) 促使该方的该等法律、财务及其他顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理均获悉并遵守本协议所载的所有保密义务，及 (ii) 就该方的该等法律、财务及其他顾问、联属公司、联系人、董事、监事、高级管理人员及相关雇员、代表及代理违反保密义务而承担责任；及
 - (c) 任何一方按任何适用法律、对该方有管辖权的任何政府机构或组织（包括联交所、证监会及中国证监会）、证券交易所规则（包括根据公司（清盘及杂项条文）条例和上市规则将本协议作为重大合约送交香港公司注册处登记并提供本协议作为展示文件）或任何主管政府机构的任何具有约束力的判决、命令或要求的规定可以其他方式作出披露。
- 8.2 投资者不得就本协议或任何本协议相关事宜作出其他提及或披露，除非投资者已就该等披露的原则、形式及内容事先征求公司、联席保荐人及整体协调人的事先书面同意。

- 8.3 公司应尽合理努力于发布前提供任何在公开文件中有关本协议、公司和投资者之间的关系和关于投资者的基本背景资料，供投资者审阅。投资者均应配合公司、联席保荐人及整体协调人，以确保该等公开文件提及的内容系属真实、完整、准确且不存在误导，且没有在公开文件中省略重要信息，并及时向公司、联席保荐人及整体协调人及其各自的律师提出意见并提供验证文件。
- 8.4 投资者承诺，就第8.1条所述任何披露的准备，及时提供合理所需的全部协助（包括提供公司、联席保荐人或整体协调人合理要求的与其本身、其所有权（包括最终实益所有权及与公司的关系）、及/或在其他方面与本协议提及事项相关的进一步信息及/或支持文件），以 (i) 在本协议日期后更新公开文件中的有关投资者的描述并验证该等提及内容，并 (ii) 使公司、联席保荐人及/或整体协调人遵守适用的公司或证券登记规定及/或主管监管机构（包括联交所、证监会、中国证监会）提出的要求。

9. 通知

- 9.1 所有本协议项下的通知均应以英文或中文书面形式作出，并以第0条规定的方式送达至以下地址：

若送达公司：

地址：中国湖南省长沙市雨花区运达中央广场 B 座 11 楼
邮件：tanghuateng@cnggrgf.com.cn
收件人：唐华腾

若送达投资者：

地址：香港九龙广东道 33 号中港城 1 座 21 楼 2101B 室
邮件：liurongbo@sunwoda.com
收件人：刘荣波

若送达摩根士丹利：

地址：香港九龙柯士甸道西 1 号环球贸易广场 46 楼
邮件：pj_matrix_core@morganstanley.com
收件人：Project MatriX

若送达华泰：

地址：香港皇后大道中 99 号中环中心 62 楼
邮件：projectmatrix@htsc.com
收件人：Project MatriX team

若送达中金：

地址：香港中环港景街 1 号 国际金融中心一期 29 楼
邮件：ib_project_matrix@cicc.com.cn
收件人：曾智聪

若送达农银国际：

地址： 香港干诺道中 50 号中国农业银行大厦 11 楼

邮件： abcic.ecm@abci.com.hk

收件人： ABCI ECM

- 9.2 本协议项下的任何通知均应由专人送递或电子邮件或以传真（如适用）或邮寄（预付邮资）形式发送。任何通知通过专人送递的，视为在交付时送达；以传真形式发送的，视为在收到传送确认书时送达；以电子邮件发送，则在发送时间之后立即发送（按照发件人发送电子邮件的设备上记录的时间，无论电子邮件是否已确认，除非发件人收到电子邮件未送达的自动消息），以预付邮资邮寄方式寄送的，在无证据表明提早收到时，视为在寄出后 48 小时（若为航空邮寄则寄出后六天）送达。任何通知在非营业日送达的应视为在该日期之后的下一个营业日送达。

10. 一般条款

- 10.1 各方均确认并声明，本协议已由其正式授权、签署并交付，并构成其合法、有效且具有约束力的义务，并按照协议条款具有强制执行力。除公司就实施全球发售可能要求的有关同意、批准和授权外，各方在履行各自在本协议项下的义务时均无需取得其公司、股东或其他同意、批准或授权。各方均进一步确认其能够履行本协议项下的责任。
- 10.2 除明显错误，公司、联席保荐人及整体协调人真诚地就投资者股份数目和发售价所作的计算和确定，就本协议而言，应为有决定性和约束力。
- 10.3 本协议规定的联席保荐人及整体协调人的责任为个别的（而非共同，或共同连带）责任。联席保荐人或整体协调人均不因任何其他联席保荐人或整体协调人未履行其在本协议项下的各自责任而承担法律责任，且该等未履行不应影响任何其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人及整体协调人应有权单独或与其他联席保荐人及整体协调人共同强制执行其在本协议项下任何或全部权利。
- 10.4 就本协议及本协议项下的交易而言或与本协议有关的需要或可能需要向第三方发出的任何通知或第三方的任何同意及/或批准等方面，投资者、公司、联席保荐人及整体协调人应予以配合。
- 10.5 本协议任何变更或修改在以书面形式作出并经所有各方或其代表签字后方可生效。为避免疑义，对本协议的任何变更或修改均无需事先通知非本协议一方的任何人或获得其同意。
- 10.6 本协议将仅以中文签署。
- 10.7 除相关各方书面同意的情况外，各方应承担各自在本协议项下产生的法律和专业费用、成本或开支，但本协议项下拟进行交易所产生的印花税应由有关的转让方/卖方以及相应的受让方/买方按相同份额承担。
- 10.8 时间是本协议的关键，但本协议中提及的任何时间、日期或期限均可通过各方之间共同的书面协议予以延长。

- 10.9 即使按照第4条完成交割，本协议所有条款在能够获履行或遵守的情况下应持续拥有完全效力和作用，但有关当时已履行的事项除外，且除非该等条款经各方书面同意终止。
- 10.10 除投资者作出的保密承诺外，本协议构成各方之间与投资者投资公司相关的完整协议和谅解备忘录。本协议将取代各方此前达成的与协议标的相关所有书面或口头承诺、保证、担保、声明、通讯、谅解备忘录和协议。
- 10.11 在本第10.11条中另有规定的范围内，任何非本协议一方的人无权享有任何根据合约（第三者权利）条例强制执行本协议任何条款的权利，但这不影响第三者在合约（第三者权利）条例外存在或可获得的权利或救济：
- (a) 受偿方可如同本协议一方以相同的程度强制执行和依赖第6.6条。
- (b) 本协议的终止、撤销及本协议任何条款的修改、变更或放弃无需第11.11(a)条所述之人的同意。
- 10.12 各联席保荐人及整体协调人均有权且在此获授权按其认为适当的方式和条件（无论是否完成正式手续，也无需按规定就该转授向公司或投资者事先发出通知），将其全部或任何相关权利、义务、权力和自由裁量权转授予其一家或多家联属公司。尽管有任何上述转授，对获转授相关权利、义务、权力及/或自由裁量权的任何联属公司的作为和不作为，该联席保荐人或整体协调人根据本款仍须承担责任。
- 10.13 任何一方延迟或未能（全部或部分）行使或强制执行本协议或法律给予的任何权利均不得视为放弃或豁免权利，也不得以任何方式限制该方进一步行使或强制执行该权利或其他任何权利的能力，且单独或部分行使任何该权利或救济不得排除其他或进一步行使该权利或救济或行使任何其他权利或救济。本协议规定的权利、权力及救济是累积性的，并不排除任何权利、权力和救济（无论是否依据法律或其他规定）。除非以书面形式作出并由放弃方签署，否则任何对向对方追究违约责任的放弃均属无效，也不得暗示有该等放弃。
- 10.14 如任何时候，本协议任何条款在其任何方面，于任何司法管辖区的法律下，属非法、无效或不可强制执行，不应影响或有损：
- (a) 本协议任何其他条款在有关司法管辖区的合法性、有效性或可强制执行性；或
- (b) 本协议该条款或任何其他条款在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议仅对各方及其各自的继承人、执行人、管理人、继任者及被许可的受让人具有约束力，且仅为各方及其各自的继承人、执行人、管理人、继任者和被许可受让人的利益而适用，任何其他人均不得根据或凭借本协议取得或拥有任何权利。除内部重组或重整外，任何一方均不得让与或转让本协议中的全部或任何部分利益、权益或权利。本协议项下的义务不得转让。
- 10.16 在不损害其他各方就其蒙受的所有损失和损害向投资者提出申索的所有权利的前提下，倘若投资者在上市日期当日或之前出现任何违反保证的行为，虽有与本协议相反的规定，公司、联席保荐人及整体协调人有权解除本协议，且各方在本协议项下的所有义务应立即终止。

- 10.17 每一方均向其他方承诺，其应签署并履行，且促使他方签署并履行本协议条款生效所需的其他文件和行动。
- 10.18 每一方不可撤销且无条件地同意，可以通过附加电子签名的方式签署本协议，前提是遵守适用法律，并且所使用的方法可靠且适合于传达文件中包含的信息的目的。

11. 管辖法律和管辖权

- 11.1 本协议及各方之间的关系受香港法律的管辖并据香港法律解释。
- 11.2 因本协议或其违约、终止或无效产生或与之有关的任何争议、争端或索赔（“**争议**”）均应根据提交仲裁申请之日有效的香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地为香港。应有三名仲裁员，仲裁程序用语为英语。仲裁庭的判定和裁决是终局的，且对各方均具约束力，可在拥有管辖权的任何法院录入并强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

- 12.1 如果在任何司法管辖区的任何法律程序（包括但不限于仲裁程序）中，投资者已经或可以（基于主权或皇室地位或其他理由）为其自身或其资产、财产或收入主张对以下各项的任何豁免权：诉讼、起诉、程序或其他法律流程（包括但不限于仲裁程序），抵销或反诉，任何法院的司法管辖权，送达程序，任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）的辅助程序或协助执行，或对任何判决、决定、裁定、命令或裁决（包括但不限于任何仲裁裁决）提供任何救济或强制执行的其他诉讼、起诉或程序，或如果在任何该等程序中可能有归因于其本身或其资产、财产或收入的任何该等豁免（无论是否主张），则各投资者特此不可撤销且无条件地放弃并同意不就该等程序申请或主张任何该等豁免。

13. 对美国特别决议制度的认可

- 13.1 如果任何属适用主体的全球发售下的承销商成为根据美国特别决议制度进行的法律程序所涉的对象，该承销商对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。
- 13.2 如果任何属适用主体的全球发售下的承销商或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。

“《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k)节中对“关联方”规定的含义，并据之解释。

“适用主体”是指以下任何主体：

《美国联邦法规》第 12 篇第 252.82(b)节中定义（且据其解释）的“适用实体”；
《美国联邦法规》第 12 篇第 47.3(b)节中定义（且据其解释）的“适用银行”；或
《美国联邦法规》第 12 篇第 382.2(b)节中定义（且据其解释）的“适用金融服务机构”。

“违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释。

“美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

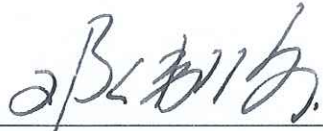
14. 协议副本

14.1 本协议一式多份，由各方签署单独副本。每份副本均视为正本，但所有副本共同构成一份相同的法律文书。通过电子邮件附件（PDF）或者传真方式发送本协议已签署副本的签字页，应视为有效的交付方式。

本协议已由各方合法授权代表于本协议开头所载日期签署，特此证明。

为且代表

中伟新材料股份有限公司



姓名：邓伟明

职务：执行董事

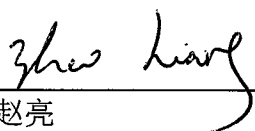
为且代表
欣旺达财资(香港)有限公司



姓名：刘杰
职务：董事

为且代表

摩根士丹利亚洲有限公司



姓名：赵亮

职务：董事总经理

为且代表

华泰金融控股（香港）有限公司



姓名：刘玉麒

职务：执行董事

为且代表

中国国际金融香港证券有限公司

A handwritten signature in black ink, appearing to read 'Cui Tong', written over a horizontal line.

姓名：曾智聰

职务：执行总经理

为且代表

农银国际融资有限公司



姓名：卞京

职务：董事总经理

附表一 投资者股份

投资者股份的数量

投资者股份的数量应等于 (1) 等于 50,000,000 人民币的港元（按招股章程中披露的港元兑人民币收盘汇率计算）（包括投资者将就投资者股份支付的佣金及征费）除以 (2) 发售价，四舍五入至最接近的 200H 股整笔交易单位数量。

另外，联席保荐人、整体协调人和公司可以其唯一及绝对酌情权调整投资者股份数目的分配，从而满足上市规则的相关要求，包括但不限于 (i) 上市规则第 8.08(3) 条的要求（该条款规定，于上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%），(ii) 上市规则第 8.08(1) 条（被修订并由第 19A.13A 条取代）规定的最低公众持股量要求或联交所豁免的其他要求，(iii) 上市规则第 8.08A 条（被修订并由第 19A.13C 条取代）规定的最低自由流通量要求，及/或 (iv) 上市规则第 18 项应用指引第 3.2 段规定的分配予配售部分的投资者（基石投资者除外）的最低比例。此外，整体协调人和公司可自行决定调整投资者股份数量，以遵守上市规则附录 F1（股权证券的配售指引）。

附表二
投资者详情

欣旺达财资（香港）有限公司

注册地：	香港
注册证编号：	77075452-000-09-25-4
营业执照号：	77075452
LEI 号码：	暂无
业务地址、电话号码及联系人：	香港九龙广东道 33 号中港城 1 座 21 楼 2101B 室，电话：852-84017642，联系人：郭荣红
主营业务：	投融资服务，供应链金融，国际贸易咨询，财资中心
最终控股股东：	欣旺达电子股份有限公司
最终控股股东的注册地：	中国深圳
最终控股股东的营业执照号和 LEI 号码：	91440300279446850J 836800CQGW5QDXND0Q43
最终控股股东的主营业务：	锂电池的制造、研发和销售
股东及股东持有的权益：	最终股东欣旺达电子股份有限公司通过其全资子公司香港欣威电子有限公司，间接持有欣旺达财资（香港）有限公司 100% 股权。
投资者说明供载入招股章程：	欣旺达财资是一家于 2024 年 9 月 17 日在香港注册成立的有限公司，主要从事投融资服务、供应链融资及国际贸易咨询。截至最后实际可行日期，欣旺达财资由欣旺达电子股份有限公司（「欣旺达电子」，一家股份于深圳证券交易所上市（股份代号：300207）的公司，主要专注于锂离子电池行业）全资拥有。
相关投资者类别（联交所的 FINI 承配人名单模板中所载或在 FINI 界面须披露）：	基石投资人 现有股东

EXECUTION VERSION

DATED NOVEMBER 6, 2025

CNGR ADVANCED MATERIAL CO., LTD.
(中偉新材料股份有限公司)

MORGAN STANLEY ASIA LIMITED
(摩根士丹利亞洲有限公司)

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED
(華泰金融控股(香港)有限公司)

and

THE HONG KONG UNDERWRITERS
(whose names appear in Schedule 1)

HONG KONG UNDERWRITING AGREEMENT

**relating to a public offering in Hong Kong of
initially 10,422,600 H Shares (subject to reallocation) of nominal value of
RMB1.00 per H Share in the capital of
CNGR ADVANCED MATERIAL CO., LTD. (中偉新材料股份有限公司)
being part of a global offering of initially
104,225,400 H Shares (subject to the Over-allotment Option)**

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THIS AGREEMENT is made on November 6, 2025.

AMONGST:

- (1) **CNGR Advanced Material Co., Ltd.** (中伟新材料股份有限公司), a PRC joint stock company incorporated in the PRC with limited liability having its registered address at Cross of No. 2 Avenue and No. 1 Avenue, Dalong Economic Development Zone, Tongren, Guizhou Province, the PRC (the “**Company**”);
- (2) **Morgan Stanley Asia Limited** (摩根士丹利亞洲有限公司) of 46/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong (“**Morgan Stanley**”);
- (3) **Huatai Financial Holdings (Hong Kong) Limited** (華泰金融控股(香港)有限公司) of 62/F, The Center, 99 Queen’s Road Central, Central, Hong Kong (“**Huatai**”, together with MS, the “**Joint Sponsors**” and each a “**Joint Sponsor**”); and
- (4) **THE HONG KONG UNDERWRITERS** whose respective names and addresses are set out in Schedule 1 (the “**Hong Kong Underwriters**” and a “**Hong Kong Underwriter**” means any one of them).

RECITALS:

- (A) The Company is a joint stock company incorporated under the laws of the PRC with limited liability and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance. As at the date hereof, the Company’s registered capital consists of 938,028,458 A Shares (including 29,832,872 repurchased A Shares as treasury shares) of nominal value of RMB1.00 each.
- (B) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell H Shares to the public in Hong Kong in the Hong Kong Public Offering and will concurrently offer and sell H Shares in the United States to qualified institutional buyers and outside the United States to institutional and professional investors and other investors expected to have a sizeable demand and in offshore transactions in reliance on Regulation S or other available exemption from the registration requirements of the U.S. Securities Act for the H Shares in the International Offering.
- (C) In conjunction with the Global Offering, the Company has made an application to the SEHK for the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK (including any additional H Shares to be issued pursuant to any exercise of the Over-allotment Option).
- (D) 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 hereinafter contained.
- (E) The Company has agreed to give the representations, warranties, undertakings and indemnities hereinafter contained in favour of the Joint Sponsors, the Overall

Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries.

- (F) The Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and the International Underwriters intend to enter into the International Underwriting Agreement providing for the International Underwriters to severally procure investors to purchase, or failing which, to purchase, H Shares offered by the Company in the International Offering, upon and subject to the terms and conditions therein contained. The Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) at their sole and absolute discretion, to require the Company to allot and issue up to an additional 15,633,800 H Shares, representing approximately 15% of the Offer Shares initially available under the Global Offering, at the Offer Price to cover, among other things, any over-allocations made in the International Offering, upon and subject to the terms and conditions of the International Underwriting Agreement.
- (G) The Company has appointed Tricor Investor Services Limited to act as its H share registrar and transfer agent for the H Shares.
- (H) The Company has appointed Standard Chartered Bank (Hong Kong) Limited, Bank of China (Hong Kong) Limited and China Construction Bank (Asia) Corporation Limited to act as the receiving banks in relation to the Hong Kong Public Offering and Horsford Nominees Limited, Bank of China (Hong Kong) Nominees Limited and CCB Nominees Limited to act as the nominees to hold the application monies received by the receiving bank under the Hong Kong Public Offering.
- (I) At a meeting of the Board held on October 31, 2025, resolutions were passed pursuant to which, *inter alia*, the Directors approved, and any Director or Company Secretary was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.
- (J) The Hong Kong Prospectus and the Formal Notice have been prepared and each in the agreed form.
- (K) In connection with the Global Offering, the Company has obtained notification from the CSRC dated September 25, 2025 on the Company's completion of the PRC filing procedures in connection with the Global Offering.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 **Defined terms and expressions:** Except where the context otherwise requires, in this Agreement, including the Recitals and the Schedules, the following terms and expressions shall have the respective meanings set out below:

“A Share(s)” means ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are listed on the Shenzhen Stock Exchange and traded in Renminbi;

“Acceptance Date” means November 12, 2025, being the date on which the Application Lists close in accordance with the provisions of Clause 4.4;

“Accepted Hong Kong Public Offering Applications” means the Hong Kong Public Offering Applications which have from time to time been accepted in whole or in part, pursuant to Clause 4.5;

“Admission” means the grant by the Listing Committee of the SEHK of the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK (including any additional H Shares to be issued pursuant to any exercise of the Over-allotment Option);

“AFRC Transaction Levy” means the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the Accounting and Financial Reporting Council of Hong Kong;

“Application Lists” means the application lists in respect of the Hong Kong Public Offering referred to in Clause 4.4;

“Approvals and Filings” means any approvals, licences, sanctions, consents, authorizations, permits, permissions, clearances, certificates, orders, concessions, qualifications, registrations, declarations and/or filings (including but not limited to the CSRC Filings);

“Articles of Association” means the articles of association of the Company adopted by special resolution on April 17, 2025 and which will become effective on the Listing Date and as amended, supplemented or otherwise modified from time to time;

“associates” or **“close associates”** has the meaning ascribed to it in the Listing Rules;

“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 (including, without limitation, the Stock Exchange, the Shenzhen Stock Exchange, the SFC and the CSRC), or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational;

“Board” means the board of the 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 Saturday or Sunday or public holiday in Hong Kong) on which banking institutions in Hong Kong are open generally for normal banking business and on which the Stock Exchange is open for business of dealing in securities;

“Capital Market Intermediaries” or “CMIs” means Morgan Stanley, Huatai, China International Capital Corporation Hong Kong Securities Limited (中國國際金融香港證券有限公司) (“CICC”), BNP Paribas Securities (Asia) Limited (法國巴黎證券(亞洲)有限公司) (“BNP”), ABCI Capital Limited (農銀國際融資有限公司) (“ABCI Capital”) and ABCI Securities Company Limited (農銀國際證券有限公司) (“ABCI Securities”), BOCI Asia Limited (中銀國際亞洲有限公司) (“BOCI”), ICBC International Securities Limited (工銀國際證券有限公司) (“ICBCI”), CCB International Capital Limited (建銀國際金融有限公司) (“CCBI”), Mizuho Securities Asia Limited (瑞穗證券亞洲有限公司) (“Mizuho”), Tiger Brokers (HK) Global Limited (老虎證券(香港)環球有限公司) (“Tiger”) and First Shanghai Securities Limited (第一上海證券有限公司) (“First Shanghai”) being the capital market intermediaries of the Global Offering;

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

“CMIs Engagement Letters” means the respective engagement letter in respect of the Global Offering entered into between the respective Capital Market Intermediaries and the Company;

“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;

“Conditions” means the conditions precedent set out in Clause 2.1;

“Conditions Precedent Documents” means the documents listed in Parts A and B of Schedule 3;

“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 under the Listing Rules and, unless the context requires otherwise, refers to the controlling shareholder individual(s) and/ or entity/entities as referred to in the Hong Kong Prospectus;

“Cornerstone Investment Agreements” means the cornerstone investment agreements entered into between, among others, the Company, the Overall

Coordinators (as applicable) and the cornerstone investors as described in the Hong Kong Prospectus;

“CSRC” means the China Securities Regulatory Commission;

“CSRC Archive Rules” means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

“CSRC Filing Report” means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on April 23, 2025 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 (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

“CSRC Rules” means the CSRC Filing Rules and the CSRC Archive Rules;

“Directors” means the directors of the Company whose names are set out in the section headed “Directors and Senior Management” of the Hong Kong Prospectus;

“Disclosure Package” shall have the meaning ascribed thereto in the International Underwriting Agreement;

“Encumbrance” means any claim, mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, right, interest or preference or any other encumbrance of any kind or an agreement, arrangement or obligation to create any of the foregoing;

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder;

“Extreme Conditions” means extreme conditions as announced by the government of Hong Kong caused by a super typhoon or other natural disaster;

“Final Offering Circular” means the final offering circular expected to be issued by the Company in connection with the International Offering, including all amendments and supplements to it;

“FINI” means an online platform operated by HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement for all new listings;

“FINI Agreement” means the FINI agreement dated October 22, 2025 entered into between the Company and the HKSCC;

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

“Global Offering” means the Hong Kong Public Offering and the International Offering;

“Group” means the Company and its Subsidiaries, and the expression **“member of the Group”** shall be construed accordingly;

“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 the Hong Kong Offer Shares on a website designated for such purpose, as provided for and disclosed in the Hong Kong Prospectus;

“HK eIPO White Form Service Provider” means Tricor Investor Services Limited, the HK eIPO White Form Service provider designated by the Company;

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

“HKSCC” means Hong Kong Securities Clearing Company Limited;

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

“Hong Kong Offer Shares” means 10,422,600 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 2.7, 4.11 and 4.12, as applicable;

“Hong Kong Prospectus” means the prospectus in agreed form, relating to the Hong Kong Public Offering, to be issued by the Company;

“Hong Kong Prospectus Date” means the date of issue of the Hong Kong Prospectus, which is expected to be on or around November 7, 2025;

“Hong Kong Public Offering” means the offer of the Hong Kong Offer Shares for subscription by the public in Hong Kong upon and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

“Hong Kong Public Offering Applications” means applications to subscribe for Hong Kong Offer Shares made online through the HK eIPO White Form service through the designated website at www.hkeipo.hk, or through HKSCC EIPO channel to electronically cause HKSCC Nominees Limited to apply on an applicant’s behalf and otherwise made in compliance with the terms and conditions of the Hong Kong Public Offering Documents, including, for the avoidance of doubt, Hong Kong Underwriters’ Applications;

“Hong Kong Public Offering Documents” means the Hong Kong Prospectus, the Formal Notice;

“Hong Kong Public Offering Full-Subscription” has the meaning ascribed to it in Clause 4.11;

“Hong Kong Public Offering Over-Subscription” has the meaning ascribed to it in Clause 4.11;

“Hong Kong Public Offering Under-Subscription” has the meaning ascribed to it in Clause 4.6;

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

“H Share Registrar” means Tricor Investor Services Limited;

“Hong Kong Public Offering Underwriting Commitment” means, in relation to any Hong Kong Underwriter, the number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure purchasers to subscribe for, or failing which itself as principal apply to subscribe for, pursuant to the terms of this Agreement, and after taking into account any adjustment pursuant to Clauses 2.7, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares;

“Hong Kong Underwriter’s Application” means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.7 which is applied to reduce the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

“Incentive Fee” has the meaning ascribed to it in Clause 6.2;

“Indemnified Parties” means (i) the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries; (ii) their respective subsidiaries, head offices and

branches, associates and affiliates, their respective delegates referred to in Clause 3.5; (iii) their respective representatives, partners, directors, officers, employees, and agents; (iv) all representatives, partners, directors, officers, employees and agents of their respective subsidiaries, head offices and branches, associates and affiliates; and (v) the successors and assigns of all of the foregoing persons, and **“Indemnified Party”** means any of them;

“Indemnifying Party” has the meaning ascribed to it in Clause 12.1;

“Industry Consultant” means the independent industry consultant of the Company, Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.;

“Internal Control Consultant” means the internal control consultant of the Company, Ernst & Young Advisory Services Limited;

“International Offer Shares” means 93,802,800 H Shares initially proposed to be offered by the Company for subscription under the International Offering, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement, together with the Option Shares;

“International Offering” means the offering through the International Underwriters or their respective affiliates of the International Offer Shares at the Offer Price in the United States to qualified institutional buyers in compliance with the exemption from registration provided by Rule 144A under the Securities Act or another applicable exemption from or in transactions not subject to registration under the Securities Act and outside the United States in offshore transactions in reliance on Regulation S or other available exemption from the registration requirements under the Securities Act, upon and subject to the terms and conditions of the International Underwriting Agreement;

“International Offering Underwriting Commitment” means, in relation to any International Underwriter, the number of International Offer Shares in respect of which such International Underwriter has agreed to purchase or procure investors to purchase pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Over-allotment Option;

“International Underwriters” means the persons named as such in the International Underwriting Agreement;

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering to be entered into between, among others, the Company, the Joint Sponsors, the Overall Coordinators and the International Underwriters;

“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;

“Joint Bookrunners” means Morgan Stanley, Huatai, CICC, BNP and ABCI Capital, BOCI, ICBCI, CCBI, Mizuho and Tiger, each a **“Joint Bookrunner”** ;

“Joint Global Coordinators” means Morgan Stanley, Huatai, CICC, BNP and ABCI Capital, each a **“Joint Global Coordinator”**;

“Joint Lead Managers” means Morgan Stanley, Huatai, CICC, BNP, ABCI Capital, ABCI Securities, BOCI, ICBCI, CCBI, Mizuho, Tiger and First Shanghai, each a **“Joint Lead Manager”**;

“Joint Sponsors” means Morgan Stanley and Huatai;

“Laws” means any and all international, national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including, without limitation, any common law or case law), statutes, ordinances, legal codes, resolutions, regulations or rules (including, without limitation, any and all regulations, rules, sanctions, orders, executive orders, judgments, decrees, rulings, opinions, guidelines, measures, notices or circulars (in each case, to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences) of any Authority) (including, without limitation, the SEHK, the SFC and the CSRC);

“Listing Committee” means the listing committee of the SEHK;

“Listing Date” means the first day on which the H Shares commence trading on the SEHK (which is expected to be on November 17, 2025) or such other date as the Company, the Joint Sponsors and the Overall Coordinators may agree;

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

“Material Adverse Change” means a material adverse change, or any development involving a prospective material adverse change, in or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profits, losses, results of operations, position or condition, financial, trading or otherwise, or performance of the Company and the other members of the Group, taken as a whole;

“Money Settlement Failure” means a notification by HKSCC to any of the Joint Sponsors or the Overall Coordinators that any Hong Kong Offer Share(s) shall be reallocated from the Hong Kong Public Offering to the International Offering due to a money settlement failure;

“Nominees” means Horsford Nominees Limited, Bank of China (Hong Kong) Nominees Limited and CCB Nominees Limited;

“OC Announcement” means the announcement dated April 3, 2025, setting out the names of the Overall Coordinators appointed by the Company in connection with the Global Offering;

“OC Engagement Letters” means the overall coordinator engagement letters the Company entered into with Morgan Stanley and Huatai respectively on February 19, 2025, and with CICC, BNP and ABCI Capital respectively on May 6, 2025;

“Offer Price” means the final price per Offer Share (exclusive of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) at which the Offer Shares are to be subscribed for or purchased (as the case may be) under the Global Offering, to be determined in accordance with Clause 2.5;

“Offer Shares” means the Hong Kong Offer Shares and the International Offer Shares, together with, where relevant, the Option Shares;

“Offering Documents” means the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Final Offering Circular and any other documents, or materials or information issued, given, released or used by or on behalf of the Company as approved by the Company in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including without limitation, any Investor Presentation Materials relating to the Offer Shares, and in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Overall Coordinators or any of the Underwriters;

“Operative Documents” means the Price Determination Agreement, the Receiving Bank Agreement, the Registrar Agreement, the FINI Agreement and the Cornerstone Investment Agreements;

“Option Shares” means up to 15,633,800 additional H Shares to be issued by the Company pursuant to the Over-allotment Option at the Offer Price;

“Overall Coordinators” means Morgan Stanley, Huatai, CICC, BNP and ABCI Capital, being the overall coordinators of the Global Offering, each an **“Overall Coordinator”**;

“Over-allotment Option” means the over-allotment option expected to be granted under the International Underwriting Agreement by the Company to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), pursuant to which the Company is required to allot and issue up to an aggregate of 15,633,800 additional H Shares as may be necessary (representing in aggregate 15% of the initial Offer Shares) to, among other things, cover any over-allocations made in connection with the International Offering, on and subject to the terms of the International Underwriting Agreement;

“PHIP” means the post hearing information pack of the Company posted on the SEHK’s website at www.hkexnews.hk on October 31, 2025, including each

amendment and supplement thereto posted on the SEHK's website from that date through to the time of the registration of the Hong Kong Prospectus (if any);

"PRC" means the People's Republic of China, which for the purposes of this Agreement shall not include Hong Kong, Taiwan and the Macau Special Administrative Region of the People's Republic of China;

"Preliminary Offering Circular" means the preliminary offering circular dated November 7, 2025 issued by the Company in relation to the International Offering and stated therein to be subject to amendment and completion, as amended and 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 agreed form to be entered into between the Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong 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 the Hong Kong Public Offering in accordance with Clause 2.5;

"Proceedings" has the meaning ascribed to it in Clause 12.1;

"Receiving Banks" means Standard Chartered Bank (Hong Kong) Limited, Bank of China (Hong Kong) Limited and China Construction Bank (Asia) Corporation Limited;

"Receiving Bank Agreement" means the agreement dated November 5, 2025 entered into among the Company, the Receiving Banks, the Joint Sponsors, the Overall Coordinators, the Nominees and the H Share Registrar;

"Registrar Agreement" means the agreement dated November 3, 2025 entered into between the Company and the H Share Registrar;

"Reporting Accountant" means Ernst & Young;

"RMB" or "Renminbi" means renminbi, the lawful currency of the PRC;

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

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

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

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

"SFC Transaction Levy" means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC;

“Shenzhen Stock Exchange” means the Shenzhen Stock Exchange (深圳證券交易所);

“Shares” means shares in the share capital of the Company, with a nominal value of RMB1.00 each, comprising A Shares and H Shares;

“Sponsor Engagement Letters” means the sponsor engagement letters entered into between the Company and each of the Joint Sponsors, respectively, dated February 19, 2025;

“Sponsor-overall coordinators” means Morgan Stanley and Huatai, being the sponsor-overall coordinators of the Global Offering;

“Stabilising Manager” has the meaning ascribed to it in Clause 7.1;

“Subsidiaries” means the subsidiaries of the Company within the meaning of the Companies Ordinance named in Appendix I to the Hong Kong Prospectus, and **“Subsidiary”** means any one of them;

“Taxation” or **“Taxes”** means all forms of taxation whenever created, imposed or arising and whether of the PRC, Hong Kong, the U.S. or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, fee, assessment, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of the PRC, Hong Kong, the U.S. or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including 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 SEHK;

“Underwriters” means the Hong Kong Underwriters and the International Underwriters;

“Underwriting Commission” has the meaning ascribed to it in Clause 6.1;

“U.S.” or **“United States”** means the United States of America;

“US\$” means United States dollars, the lawful currency of the United States;

“Verification Notes” means the verification notes relating to the Hong Kong Prospectus, copies of which have been signed and approved by, among others, the Directors; and

“Warranties” means the representations, warranties, agreements and undertakings of the Company as set out in Schedule 2.

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

1.3 **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.

1.4 **References:** Except where the context otherwise requires, in this Agreement:

1.4.1 references to an **“affiliate”**, in relation to any person, shall be to any other person which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such person; for the purposes of the foregoing, **“control”** means the power, directly or indirectly, 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 **“controlled by”** and **“under common control with”** shall be construed accordingly;

1.4.2 references to **“Clauses”**, **“Recitals”** and **“Schedules”** are to clauses of and recitals and schedules to this Agreement;

1.4.3 the terms **“herein”**, **“hereof”**, **“hereto”**, **“hereinafter”** and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;

1.4.4 the term **“or”** is not exclusive;

1.4.5 references to **“persons”** shall include any individual, firm, company, bodies corporate, government, state or agency of a state or any joint venture, unincorporated associations and partnerships (whether or not having separate legal personality);

1.4.6 the terms **“purchase”** and **“purchaser”**, when used in relation to the H Shares, shall include, respectively, a subscription for the H Shares and a subscriber for the H Shares;

1.4.7 the terms **“sell”** and **“sale”**, when used in relation to the H Shares, shall include an allotment or issuance of the H Shares by the Company;

1.4.8 references to a **“subsidiary”** or **“holding company”** shall be the same as defined in sections 15 and 13 of the Companies Ordinance;

1.4.9 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced from time to time (whether before or after the date of this

Agreement) and to any subordinate legislation made under such statutes or statutory provisions;

- 1.4.10 references to a document being “**in agreed form**” shall mean such document in the form of the draft thereof agreed in writing between the Company, the Joint Sponsors, and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or identified as such by way of exchange of emails between (a) Freshfields, legal advisers to the Company as to Hong Kong and U.S. Laws, on behalf of the Company; and (b) O’ Melveny & Myers, legal advisers to the Underwriters as to Hong Kong and U.S. Laws, on behalf of the Joint Sponsors and the Overall Coordinators.
- 1.4.11 references to a “**certified true copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the legal counsel to the Company;
- 1.4.12 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.13 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.4.14 references to one gender shall include the other genders; and
- 1.4.15 references to 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 Hong Kong Underwriters and the International Underwriters, as the case may be) receiving from the Company all Conditions Precedent Documents as set out in Part A of Schedule 3 and Part B of Schedule 3, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, not later than 8:00 p.m. on the Business Day immediately before the Hong Kong 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 SEHK of a certificate of authorization of registration in respect of the Hong Kong Prospectus on the Business Day before the Hong Kong Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies

(Winding Up and Miscellaneous Provisions) Ordinance, not later than 8:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date;

- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked or withheld prior to the commencement of trading of the H Shares on the SEHK;
- 2.1.4 Admission of the H Shares into CCASS having occurred and become effective (either unconditionally or subject only to the allotment and issue of the relevant Offer Shares, dispatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters) agree in writing);
- 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 Hong Kong Underwriters), on the Price Determination Date in accordance with Clause 2.5 and such agreement not subsequently having been terminated prior to 8:00 a.m. on the Listing Date;
- 2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on or before the Price Determination Date, the obligations of the International Underwriters under the International Underwriting Agreement having become and remained 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 becoming 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 Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals and Filings in connection with the Global Offering, including that all of the waivers and exemptions (if any) as stated in the Hong Kong Prospectus to be granted by the SEHK or the SFC (if applicable) are granted and the notice of acceptance of the CSRC Filings published by CSRC on its website, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated prior to 8:00 a.m. on the Listing Date;

- 2.1.8 the Warranties being true, accurate, not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under Clause 8.2 of this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting); and
- 2.1.9 the Company 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 such conditions must be met, as the case may be.
- 2.2 **Procure fulfilment:** The Company undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries to use its best endeavours to fulfil or procure the fulfilment of the Conditions (provided that nothing in this Clause 2.2 shall require the Company to procure the fulfilment of such conditions by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries and their counsel) on or before the relevant time or date specified thereof 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 SEHK, the SFC, the Registrar of Companies in Hong Kong, the CSRC and any relevant Authority for the purposes of or in connection with the listing of the H Shares on the SEHK and the fulfilment of such Conditions.
- 2.3 **Extension:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the 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 Condition by such number of days/hours and/ or in such manner as the Joint Sponsors and the Overall Coordinators may determine (in which case the Joint Sponsors and the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the date which is the 30th day after the date of the Hong Kong Prospectus and any such extension and the new timetable shall be notified by the Joint Sponsors and the Overall Coordinators to the other parties to this Agreement and the relevant Authorities as soon as practicable after any such extension is made); or
- 2.3.2 in respect of the Condition set out in Clauses 2.1.1, 2.1.9 and 2.1.10 only, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition on behalf of the Underwriters.
- 2.4 **Conditions not satisfied:** Without prejudice to Clause 2.3 and Clause 11, if any of the Conditions shall not have 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 **Determination of Offer Price:** The Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) reach agreement on the Offer Price on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 12:00 noon on November 13, 2025 and no extension is granted by the Joint Sponsors and the Overall Coordinators pursuant to Clause 2.3, the provisions of Clause 2.4 shall apply.
- 2.6 **Over-allotment Option:** The Company will grant the Over-allotment 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 Over-allotment Option is exercised in respect of all or any part of the Option Shares:
- 2.6.1 the Option Shares arising from the exercise of the Over-allotment Option shall be allocated to the International Offering as International Offer Shares; and
- 2.6.2 any Option Shares shall for all purposes (including underwriting commissions and expenses) be deemed to be delivered as International Offer Shares under and with the benefit of all rights, representations, warranties and undertakings applying under the International Underwriting Agreement, and the Hong Kong Underwriters will not be entitled to any underwriting commission in respect of the Option Shares.
- 2.7 **Reduction of indicative Offer Price range and/or number of Offer Shares:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the prior written consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering and/or the indicative Offer Price range below that stated in the Hong Kong Prospectus at any time prior to the morning of the Acceptance Date, in which event the Company shall, as soon as practicable following the decision to make such reduction and, in any event, not later than the morning of the Acceptance Date, (i) cause a notice of the reduction in the number of Offer Shares initially offered in the Global Offering and/or the indicative offer price range to be published on the websites of the Company at www.cngrgf.com.cn and the SEHK at www.hkexnews.hk. Such notice shall also include confirmation or revision, as appropriate, of the working capital statement and the Global Offering statistics set out in the Hong Kong Prospectus

and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all Laws applicable to that reduction.

- 2.8 **No waiver in certain circumstances.** The Joint Sponsors', the Overall Coordinators', the Sponsor-overall coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' consent to or knowledge of any amendments/supplements to the Offering Documents subsequent to their respective issue or distribution will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.

3. APPOINTMENTS

- 3.1 **Sponsor-overall Coordinators, Overall Coordinators, Joint Global Coordinators, Joint Bookrunners and Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of (a) Morgan Stanley and Huatai as the sponsor- overall coordinators of the Global Offering, and each of them, relying on the Warranties and subject to the terms and conditions as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment; (b) Morgan Stanley, Huatai, CICC, BNP and ABCI Capital as the overall coordinators of the Global Offering, and each of them, relying on the Warranties and subject to the terms and conditions as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment; (c) Morgan Stanley, Huatai, CICC, BNP and ABCI Capital as the joint global coordinators of the Global Offering, and each of them, relying on the Warranties and subject to the terms and conditions as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment; (d) Morgan Stanley, Huatai, CICC, BNP, ABCI Capital, BOCI, ICBCI, CCBI, Mizuho and Tiger as the joint bookrunners of the Global Offering, and each of them, relying on the Warranties and subject to the terms and conditions as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment; and (e) Morgan Stanley, Huatai, CICC, BNP, ABCI Capital, ABCI Securities, BOCI, ICBCI, CCBI, Mizuho, Tiger and First Shanghai as the joint lead managers of the Global Offering, and each of them, relying on the Warranties and subject to the terms and conditions as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of each of Morgan Stanley, Huatai, CICC, BNP and ABCI Capital hereunder is in addition to the terms and conditions under the respective OC Engagement Letters, which shall continue to be in full force and effect;
- 3.2 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Morgan Stanley and Huatai to act as the Joint Sponsors of the Company in relation to its application for Admission. Each of Morgan Stanley and Huatai, relying on the Warranties and subject to the terms and conditions as hereinafter mentioned, hereby confirms its acceptance of such appointment. For the avoidance of doubt, the appointment of each of Morgan Stanley and Huatai hereunder is in addition to the terms and conditions under respective Sponsor Engagement Letter, which shall continue to be in full force and effect.

- 3.3 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Public Offering, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 3.4 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Morgan Stanley, Huatai, CICC, BNP, ABCI Capital, ABCI Securities, BOCI, ICBCI, CCBI, Mizuho, Tiger and First Shanghai to act as the capital market intermediaries of the Hong Kong Public Offering and the International Offering, and each of the Capital Market Intermediaries relying on the Warranties and subject to the terms and conditions as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Capital Market Intermediaries is in addition to their engagement under the terms and conditions of the respective CMI's Engagement Letters, which shall continue to be in full force and effect.
- 3.5 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.4 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers, authorities and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its affiliates or any other person. Each of the appointees referred to in Clauses 3.1 to 3.4 shall remain liable for acts and omissions of any persons to which it delegates relevant rights, duties, powers, authorities and/or discretions pursuant to this Clause 3.5, notwithstanding any delegation.
- 3.6 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting agreements in respect of any part of their respective Hong Kong Public Offering Underwriting Commitment, provided that no Hong Kong Underwriter shall offer or sell any Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of the Listing Rules, applicable Laws or any selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter and shall not be for the account of the Company. The relevant Hong Kong Underwriter shall remain liable to the Company for the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements.
- 3.7 **Conferment of authority:** The Company hereby irrevocably agrees that the foregoing appointments under Clauses 3.1 to 3.4 confer on each of the appointees 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 such appointee's roles as a sponsor, overall coordinator, global coordinator, bookrunner, lead manager, Hong Kong Underwriter or capital market intermediary (as the case may be) and hereby agrees to ratify and confirm everything each such appointee or each such delegate has done or shall do within the scope of such appointments or in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Sponsors, the Overall

Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries 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.

- 3.8 **No fiduciary relationship:** The Company acknowledges and agrees that the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering, the Overall Coordinators, in their role as such, are acting solely as overall coordinators of the Global Offering, the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, and the Joint Sponsors, in its role as such, is acting solely as sponsor in connection with the listing of the H Shares on the SEHK.
- 3.9 The Company further acknowledges that the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries are acting pursuant to a contractual relationship with the Company entered into on an arm's length basis, and in no event do the parties intend that the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, act or be responsible as a fiduciary or adviser to the Company, its directors, management, shareholders or creditors or any other person in connection with any activity that the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the SEHK, either before or after the date hereof. The Company further acknowledges and agrees that each of the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries is acting in the capacity as a sponsor, an overall coordinator or a capital market intermediary subject to the Code of Conduct for Persons Licensed by or Registered with the SFC (the "**Code of Conduct**"), and therefore the Joint Sponsors, the Overall Coordinators and the Capital Market Intermediaries only owe certain regulatory duties to the SEHK and the SFC but not to any other party including the Company.

The Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries hereby expressly disclaim any fiduciary or advisory or similar obligations to the Company, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries has advised or is currently advising the Company on other matters), and the Company hereby confirms its understanding and agreement to that effect. The Company, on the one hand, and the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, on the other hand,

agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, to the Company regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Company.

The Company, on the one hand, and the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, on the other hand, agree that the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent of the Company (except and solely, with respect to the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4 hereof, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsold Hong Kong Offer Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of the Company, and none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of the Company with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries has advised or is currently advising the Company on other matters).

The Company further acknowledges and agrees that the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries are not advising the Company, its directors, management, shareholders or creditors or any other person as to any legal, Tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in its capacity as joint sponsors in connection with the proposed listing of the Company) in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead

Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and their respective affiliates and their respective affiliates' respective directors, officers and employees shall have any responsibility or liability to the Company with respect thereto. Any review by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the SEHK or any process or matters relating thereto shall be performed solely for the benefit of the Joint Sponsors, the Sponsor-overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries and shall not be performed on behalf of the Company.

The Company further acknowledges and agrees that the Joint Sponsors, the Sponsor-overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries and their respective affiliates may be engaged in a broad range of transactions that involve interests different from those of the Company.

The Company hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that the Company may have against the Joint Sponsors, the Sponsor-overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to the Company in connection with or in relation to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions.

- 3.10 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement, none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and the other Indemnified Parties (as defined in Clause 12.1 hereof) shall have any liability whatsoever to the Company or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries 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 12.1.1 to 12.1.3,

and, notwithstanding anything contained in Clause 12, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 12 to recover any Loss

(as defined in Clause 12.1) incurred or suffered or made as a result of or in connection with or in relation to any of the foregoing matters.

- 3.11 **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 stabilisation 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 hereunder are several (and not joint or joint and several). None of the appointees under Clauses 3.1 to 3.4 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.4 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.
- 3.12 **Advice to the Company:** The Company and each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries hereby confirm and acknowledge that each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries has:
- 3.12.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;
 - 3.12.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicating its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
 - 3.12.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
 - 3.12.4 advised the Company on the information that should be provided to the Capital Market Intermediaries to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
 - 3.12.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the Capital Market Intermediaries participating in an initial public offering;
 - 3.12.6 advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the

SFC, the CSRC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its Directors fully understand and undertake to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that they have met or will meet these responsibilities; and

3.12.7 explained the potential concerns and advised the Company against making the decisions where the Company decided not to adopt the advice or recommendations of an Overall Coordinator in relation to pricing or allocation of shares, or where the Company's 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.

4. THE HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer and sell the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Hong Kong Prospectus by the Company or counsel for the Company on the Company's behalf, the Joint Sponsors shall arrange for and the Company shall cause, the Formal Notice to be published on the official website of the SEHK at www.hkexnews.hk and on the website of the Company at www.cngrgf.com.cn on the Prospectus Date (or such other publication(s) and/or day(s)) as may be agreed by the Company and the Joint Sponsors). The Company will, on the Hong Kong Prospectus Date, publish the Hong Kong Prospectus on the official website of the SEHK at www.hkexnews.hk and on the website of the Company at www.cngrgf.com.cn.
- 4.2 **Receiving Banks and Nominees:** The Company has appointed the Receiving Banks to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Banks under the Hong Kong Public Offering, in each case upon and subject to the terms and the conditions contained in the Receiving Bank Agreement. The Company shall use its best endeavours to procure (i) each of the Receiving Banks and the Nominees to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominees to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.
- 4.3 **H Share Registrar and HK eIPO White Form Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications upon and subject to the terms and conditions of the Registrar Agreement. The Company has appointed Tricor Investor Services Limited to act as the service provider in relation to the HK eIPO White Form Service upon and subject to the terms and conditions of the Registrar Agreement. The Company undertakes with the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters to use its best endeavours to procure

that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.

- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above or a “black” rainstorm warning signal and/or Extreme Conditions being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal remains in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.5 **Basis of allocation:** The Company agrees that the Joint Sponsors and the Overall Coordinators shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allocation of the Hong Kong Offer Shares, and to reject or accept in whole or in part any Hong Kong Public Offering Application and, where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares.

The Company shall, and shall use its best endeavours to procure that the Receiving Banks, the H Share Registrar and the HK eIPO White Form Service Provider shall, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Joint Sponsors and the Overall Coordinators with such information, calculations and assistance as the Joint Sponsors and the Overall Coordinators may require for the purposes of determining, inter alia:

- 4.5.1 in the event of a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or
- 4.5.2 in the event of a Hong Kong Public Offering 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 under the Hong Kong Public Offering; and
- 4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.
- 4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (a “**Hong Kong Public Offering Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong

Underwriter whose Hong Kong Public Offering Underwriting Commitment has been reduced by the Hong Kong Underwriter's Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the "**Unsold Hong Kong Offer Shares**"), as the Overall Coordinators may in their sole and absolute 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 the terms regarding payment procedures), provided that:

- 4.6.1 the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be several (and not joint or joint and several);
- 4.6.2 the number of Unsold Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 1):

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

where in relation to such Hong Kong Underwriter:

- N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;
- T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.10 and 4.12, as applicable;
- C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

- 4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Overall Coordinators in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be final and conclusive.

None of the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

- 4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to the applications having been marked with the name of such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced pro tanto by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 4.
- 4.8 **Accepted applications:** The Company agrees that all duly completed and submitted applications received prior to the closing of the Application Lists and accepted by the Joint Sponsors and the Overall Coordinators pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.
- 4.9 **Applications and payment for Unsold Hong Kong Offer Shares:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Banks and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the first Business Day after the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:
- 4.9.1 deliver to the Joint Sponsors and the Overall Coordinators records for the duly completed applications for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the

names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant; and

- 4.9.2 pay, or procure to be paid, to the Nominees the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, the Trading Fee and the SFC Transaction Levy and the AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Overall Coordinators on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Overall Coordinators shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on November 14, 2025 (the date specified in the Hong Kong Prospectus for the despatch of share certificates) duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

- 4.10 **Power of the Overall Coordinators to make applications:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply to purchase or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to take up pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.

- 4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications equals (a “**Hong Kong Public Offering Full-Subscription**”) or exceeds the number of Hong Kong Offer Shares initially offered (a “**Hong Kong Public Offering Over-Subscription**”), then:

- 4.11.1 subject to any required reallocation as set forth below in Clause 4.11.2 or Clause 4.11.3 and relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants and the applicable Listing Rules, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications;

- 4.11.2 if (i) purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered (the “**International Offering Full or Over-subscription**”) and the Hong Kong Public Offering Full-Subscription or the Hong Kong Public Offering Over-Subscription occurs irrespective of the number of times, or (ii) the Offer Shares initially available under the International Offering are not fully subscribed and the Hong Kong Public Offering Full-Subscription or the Hong Kong Public Offering Over-Subscription occurs irrespective of the number of times, then up to 5,211,200 Offer Shares may be reallocated from the International Offering to the Hong Kong Public Offering, so that the total number of Offer Shares available for subscription under the Hong Kong Public Offering will increase up to 15,633,800 Offer Shares, representing approximately 15% of the number of Offer Shares initially available under the Global Offering (before any exercise of the Over-allotment Option) and the final Offer Price shall be fixed at the bottom end of the indicative price range (i.e. HK\$34.00 per Offer Share), in accordance with Chapter 4.14 of the Guide for New Listing Applicants issued by the Stock Exchange; and
- 4.11.3 given the initial allocation of the Offer Shares to the Hong Kong Public Offering and the International Offering follows the provision of paragraph 4.2(b) of Practice Note 18 of the Listing Rules, no mandatory clawback or reallocation mechanism is required to increase the number of Offer Shares under the Hong Kong Public Offering to a certain percentage of the total number of Offer Shares offered under the Global Offering.

In the cases of Clauses 4.11.1 and 4.11.2, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitment of the International Underwriters shall be reduced accordingly and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering.

- 4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:** If a Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate all or any of the Unsold Hong Kong Offer Shares 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 the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Public Offering Underwriting Commitment of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine. If a Money Settlement Failure shall occur, the relevant Hong Kong Offer Shares shall be reallocated from the Hong Kong Public Offering to the International Offering and be made available as additional International Offer Shares. The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the International Offering. For the avoidance of doubt, any Unsold Hong Kong Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be

International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment in full by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.
- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Company undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries 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 SEHK to be granted by the Listing Committee.

5. ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H 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 12:00 p.m. on November 14, 2025:
- 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 this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank pari passu in all respects with the existing issued H 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 Hong Kong 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 complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the

Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominees (with any interest thereon) will be paid in Hong Kong dollars to the Company on the Listing Date at or around 9:15 a.m. (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Sponsor-overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be) by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:

5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the 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) the Underwriting Commission payable by the Company pursuant to Clause 6.1 and the Incentive Fee (if any) payable by the Company pursuant to Clause 6.2 (after deducting and offsetting all sponsor fee previously paid to the Joint Sponsors), provided that a list of particulars of deductions shall be provided for prior confirmation of the Company; 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 6, the Company shall pay or cause to be paid in full, on and at the date and time of payment of the application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) to the Company as aforesaid or within 10 Business Days upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves or on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company. The Overall Coordinators shall also be entitled to deduct the shortfall or the amounts not so deducted, as applicable, from the gross proceeds from the International Offering for themselves, on behalf of the Hong Kong Underwriters, or to pay the relevant party to which the amount is payable by the Company, as applicable, subject to and on the terms of the International Underwriting Agreement.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$37.80 per Offer Share.

- 5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 6.4, the Overall Coordinators will, on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominees on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The overall coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 6.4, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominees to the persons entitled thereto of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.5 **Refund:** The Company will use its best endeavours to 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 H Share Registrar will arrange for the payment of refunds of application monies, to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.
- 5.6 **No responsibility for default:** The Company acknowledges and agrees that none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries has or shall have any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominees or any other application or otherwise of funds.
- 5.7 **Separate bank account:** The Company agrees that the application monies received in respect of the Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominees pursuant to the terms of the Receiving Bank Agreement.

6. COMMISSIONS AND COSTS

- 6.1 **Underwriting commission:** The Company shall pay or cause to be paid to all the syndicate Capital Market Intermediaries an underwriting commission equal to 1.4 per cent. of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4.11 and 4.12, respectively) (the “**Underwriting Commission**”). The respective entitlement of the Hong Kong Underwriters to the Underwriting Commission will be agreed and determined in the International Underwriting Agreement, provided that (i) any allocation of the Underwriting Commission to the Overall Coordinators shall be no less favorable than as set out in their respective engagement letter with the Company and in compliance with the Listing Rules, the Code of Conduct and the Frequently Asked Questions No. 077-2022 published by the SEHK; and (ii) any adjustment to the allocation of the fixed fee to each of the Overall Coordinators and the Capital Market Intermediaries as set out in their respective engagement letter with the Company shall be in compliance with the Listing Rules, the Code of Conduct and the Frequently Asked Questions No. 077-2022 published by the SEHK. The Company has been advised by the Overall Coordinators the market’s practice on the ratio of the fixed and discretionary fees to be paid to the Capital Market Intermediaries.
- 6.2 **Incentive fee:** In addition, the Company may at its sole discretion pay to any one or all of the Hong Kong Underwriters an incentive fee of up to 0.3 per cent. of the Offer Price for all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4.11 and 4.12, respectively) (the “**Incentive Fee**”). The entitlement (in absolute amount) of the Hong Kong Underwriters to the Incentive Fee (if any) shall be determined and communicated to the Hong Kong Underwriters at or around the Price Determination Date and shall 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), in accordance with such engagement letters between the Company and the respective Overall Coordinator or syndicate Capital Market Intermediaries and in compliance with the Code of Conduct and the requirements under the Listing Rules, and the payment of the Incentive Fee (if any) shall be made through deduction from the application monies by the Overall Coordinators in accordance with Clause 5.2.1 above.
- 6.3 **Sponsor fee and other fees and expenses:** Any sponsor fee previously paid to the Joint Sponsors, respectively, pursuant to and in accordance with the terms of the Sponsor Engagement Letters shall be deducted and offset from the Underwriting Commission and the Incentive Fee (if any) payable to such Joint Sponsor. The Company shall further pay to the Joint Sponsors other fees and expenses of such amount and in such manner as have been separately agreed between the Company and the Joint Sponsors pursuant to and in accordance with the terms of the Sponsor Engagement Letters.

- 6.4 **Costs payable by the Company:** The Company shall be responsible for the following costs, expenses, fees, charges and Taxation in connection with or incidental to the Global Offering, the listing of the H Shares on the SEHK and this Agreement and the transactions contemplated thereby or hereby, in each case subject to the terms of the agreements (and all amendments or supplements thereto) entered into between the Company and the relevant parties, where applicable:
- 6.4.1 fees, disbursements and expenses of the Reporting Accountants;
 - 6.4.2 fees, disbursements and expenses of the H Share Registrar and the HK eIPO White Form Service Provider;
 - 6.4.3 fees, disbursements and expenses of all legal advisers to the Company and the fees and expenses of all legal advisers to the Underwriters engaged with written approval of the Company and in accordance with the relevant engagement letters entered into between the Company and such legal advisers;
 - 6.4.4 fees, disbursements and expenses of the Internal Control Consultant;
 - 6.4.5 fees, disbursements and expenses of the Industry Consultant;
 - 6.4.6 fees, disbursements and expenses of any public relations consultant engaged by the Company;
 - 6.4.7 fees, disbursements and expenses of the Receiving Bank and the Nominees;
 - 6.4.8 fees, disbursements and expenses of the financial printer engaged by the Company;
 - 6.4.9 fees, disbursements and expenses of other agents, third party service providers, consultants and advisers engaged by the Company or the CMI's and the Underwriters relating to the Global Offering with written approval of the Company;
 - 6.4.10 fees, disbursements and expenses related to the application for listing of the Offer Shares on the SEHK, the filing or registration of any documents (including, without limitation, the Hong Kong Public Offering Documents, the CSRC Filings and any amendments and supplements thereto) with any relevant Authority (including the Registrar of Companies in Hong Kong and the CSRC) and the qualification of the Offer Shares in any jurisdiction;
 - 6.4.11 all cost and expenses incurred by the Company for roadshow (including but not limited to pre-deal or non-deal roadshow or investor education), presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including all fees and expenses associated with the production of the slides and graphics for the Investor Presentation Materials, documentary, travel, lodging and other fees and expenses incurred by the Company;

- 6.4.12 all printing, document production, courier and advertising costs in relation to the Global Offering incurred by the Company;
- 6.4.13 all costs of preparing, dispatch, filing and distribution of the Offering Documents in all relevant jurisdictions, and all amendments and supplements thereto incurred with written approval of the Company;
- 6.4.14 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund checks incurred with written approval of the Company;
- 6.4.15 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, and all capital duty (if any), stamp duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable by the Company, in respect of the creation, issue, allotment, sale and delivery of the Offer Shares, the Hong Kong Public Offering, the execution and delivery of and the performance of any provisions of this Agreement or otherwise in connection with the Global Offering;
- 6.4.16 all fees and expenses of conducting background searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, directorship searches and disqualification searches in connection with the Global Offering incurred with written approval of the Company;
- 6.4.17 all processing charges and related expenses payable to HKSCC;
- 6.4.18 all CCASS transaction fees payable in connection with the Global Offering; and
- 6.4.19 (i) all printing, document production, courier and advertising costs in relation to the Global Offering; (ii) all travel and lodging and other related fees and expenses (including but not limited to such expenses incurred from conducting third-party due diligence and attending printers session for the purpose of the Global Offering); (iii) all costs and expenses for roadshow, presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors; and (iv) other out-of-pocket expenses, each as incurred by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the CMIs and the Underwriters, and the aggregate costs and expense under Clause 6.4.19 subject to the cap amount within which the Company has agreed to reimburse each Joint Sponsor as have been separately agreed in the Sponsor Engagement Letters, respectively,

and the Company shall pay or cause to be paid all such costs, expenses, fees, charges and Taxation. Notwithstanding anything to the contrary in Clause 18.11, if any costs, expenses, fees or charges referred to in this Clause 6.4 is paid or to be paid by any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries for or on behalf of the Company, the Company shall reimburse such costs, expenses, fees or charges to the relevant Joint Sponsors, the

Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters or the Capital Market Intermediaries on an after-tax basis.

- 6.5 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be 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 or Incentive Fee under Clause 6.1 and Clause 6.2, but the Company shall pay or reimburse or cause to be paid or reimbursed to the relevant parties all costs, expenses, fees, charges and Taxation referred to in Clause 6.4 which have been incurred or are liable to be paid by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the Capital Market Intermediaries and all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to Clause 6.4, within 10 Business Days of the first written request by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the Capital Market Intermediaries or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be.
- 6.6 **Time of payment of costs:** For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this Clause 6 shall, except as otherwise provided in this Clause 6, if not so deducted pursuant to Clause 5.2, be payable by the Company within 10 Business Days of the first written request by the Overall Coordinators or in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, whichever is the earlier. All payments to be made by the Company under this Clause are exclusive of goods and services tax, value added tax and/or similar taxes and 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.

7. STABILISATION

- 7.1 **Stabilising manager and stabilisation actions:** The Company acknowledges that Morgan Stanley Asia Limited and/or any person acting for it, to the exclusion of all others, (the “**Stabilizing Manager**”) is hereby appointed to act as stabilizing manager in connection with the Global Offering and may (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilising action(s) with a view to supporting the market price of the H Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Stabilizing Manager may, in its sole and absolute discretion, appoint any person to be its agent for the purposes of taking any stabilisation actions. Any such agent shall have the rights and authorities conferred upon the Stabilizing Manager pursuant to this Clause. Any stabilisation actions taken by the Stabilizing Manager and/or any person acting for it as stabilising manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time. Each of the Hong Kong Underwriters and the Capital Market Intermediaries (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally

(and not jointly or jointly and severally) to each other party (including the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers) to this Agreement that it will not take or cause or authorizes any person to take, and shall cause its affiliates and/or agents not to take, directly or indirectly, any stabilisation action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilisation or maintenance of the price of any security of the Company (which, for the avoidance of doubt, does not include the exercise of the Over-allotment Option).

- 7.2 **Stabilising losses and profits.** All liabilities, expenses and losses arising from stabilisation activities and transactions effected by the Stabilising Manager or any person acting for it as stabilising manager shall be for the respective accounts of the Overall Coordinators in accordance with the proportions which their respective International Offering Underwriting Commitment bear to the total International Offering Underwriting Commitment of the Overall Coordinators to be agreed and determined in the International Underwriting Agreement, and may be deducted from the commissions payable to the International Underwriters. All profits or gains arising from stabilising activities and transactions effected by the Stabilising Manager or any person acting for it as stabilising manager shall be for the respective accounts of the Overall Coordinators in accordance with the proportions which their respective International Offering Underwriting Commitment bear to the total International Offering Underwriting Commitment of the Overall Coordinators to be agreed and determined in the International Underwriting Agreement.
- 7.3 **No stabilisation by the Company:** The Company undertakes to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries and each of them that it will not, and will cause its affiliates or any of its or its affiliates' respective directors, officers, employees, promoters, or any person acting on its behalf or on behalf of any of the foregoing persons not to:
- 7.3.1 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 of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules);
 - 7.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or
 - 7.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilising Manager or any person acting for it as stabilising manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise,

provided that the granting and exercising of the Over-allotment Option pursuant to this Agreement and the International Underwriting Agreement shall not constitute a breach of this Clause 7.3.

8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties:** The Company hereby represents, warrants, agrees and undertakes with respect to each of the Warranties in Schedule 2 hereto, to the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and the Company acknowledges that each of the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries is entering into this Agreement in reliance upon the Warranties.

8.2 **Warranties repeated:** The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:

8.2.1 on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;

8.2.2 on the Hong Kong Prospectus Date and the date(s) of supplemental Prospectus(es) (if any);

8.2.3 on the Acceptance Date;

8.2.4 on the Price Determination Date;

8.2.5 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);

8.2.6 immediately prior to (i) the delivery by the Overall Coordinators, the other Hong Kong Underwriters and/or Capital Market Intermediaries of duly completed applications, and (ii) payment by the Overall Coordinators, the other Hong Kong Underwriters and/or Capital Market Intermediaries for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);

8.2.7 on the date on which the basis of allotment of the Hong Kong Offer Shares is announced;

8.2.8 immediately prior to 8:00 a.m. on the Listing Date;

8.2.9 immediately prior to commencement of dealings in the Offer Shares on the SEHK;

8.2.10 on the date(s) on which the Over-allotment Option (or any part thereof) is exercised; and

8.2.11 on the date on which the stabilization period expires,

in each case with reference to the facts and circumstances then subsisting. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the on-going nature of the Warranties.

- 8.3 **Notice of breach of Warranties:** The Company hereby undertakes to notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) as soon as practicable in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate, misleading or breached in any respect or any significant new factor likely to materially and adversely affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of the Company.
- 8.4 **Undertakings not to breach Warranties:** The Company hereby undertakes to the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries not to, and shall procure that no other members of the Group shall, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, the Company agrees not to make any amendment or supplement to the Offering Documents, the CSRC Filings or any of them without the prior approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).
- 8.5 **Remedial action and announcements:** The Company shall notify the Joint Sponsors and the Overall Coordinators as soon as practicable if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to the provisions of Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement, or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate, or misleading any statement, whether of fact or opinion, contained in any of the Offering Documents or the CSRC Filings; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in any of the Offering Documents or the CSRC Filings, if the same were

issued immediately after the occurrence of such event or existence of such circumstance, or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or the CSRC Filings, or (iv) any significant new factor likely to materially adversely affect the Hong Kong Public Offering, the Global Offering or any of the Controlling Shareholders shall arise, and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Joint Sponsors, the Overall Coordinators, the Sponsor-overall coordinators, Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them under this Agreement, the Company, at its own expense, shall as soon as practicable take such remedial action as may be reasonably required by the Joint Sponsors and/or the Overall Coordinators, including as soon as practicable preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as the Joint Sponsors and the Overall Coordinators may reasonably require and supplying the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or such persons as they may direct, with such number of copies of such amendments or supplements as they may require. For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Overall Coordinators for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Joint Sponsors, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter, event or fact or (ii) result in the loss of the Joint Sponsors', the Sponsor-overall coordinators', the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

The Company agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement, amendment or document or do any such act or thing without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except as required by 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.

- 8.6 **Knowledge:** A reference in this Clause 8 or in Schedule 2 to the Company's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry and that the directors of the Company has/have used his/her/their best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate and not misleading or deceptive. Notwithstanding that any of the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries has knowledge or has conducted investigation or enquiry with

respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

- 8.7 **Obligations personal:** The obligations of the Company under this Agreement shall be binding on its personal representatives or its successors in title.
- 8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries 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-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries (or the rights of any of the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries) against any other person under the same or a similar liability.
- 8.9 **Consideration:** The Company has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries agreeing to enter into this Agreement on the terms set out herein.
- 8.10 **Full force:** For the purpose of this Clause 8:
- 8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and
- 8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

- 8.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

9. RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

- 9.1 **Lock-up on the Company:** Save for the issue, offer or sale of the Offer Shares by the Company pursuant to the Global Offering including pursuant to any exercise of the Over-allotment Option, during the period commencing on the date of this Agreement and ending on, and including, the date falling six months after the Listing Date (the “**First Six-Month Period**”), the Company hereby undertakes to each of the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries not to, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) and unless in compliance with the Listing Rules:

- 9.1.1 offer, 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, right or contract to subscribe for or purchase, grant or purchase any option or warrant, or contract to sell, grant or agree to grant any option, right or warrant to purchase, allot, issue, sell or subscribe for, 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 any H Shares or other equity securities of the Company, or any interests in any of the foregoing (including, but not limited to, any securities that are convertible into or exercisable or exchangeable for, or that represent the right to receive, or any warrants or other rights to subscribe for or purchase, any H Shares or other equity securities of the Company, or any interests in any of the foregoing), or deposit any H Shares or other equity securities of the Company, with a depositary in connection with the issue of depositary receipts);
- 9.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of subscription or ownership (legal or beneficial) of any H Shares or other equity securities of the Company, or any interest therein (including, without limitation, any securities of which are convertible into or exchangeable or exercisable for, or represent the right to receive, or any warrants or other rights to purchase, any H Shares or other equity securities of the Company, or any interests in any of the foregoing);
- 9.1.3 enter into any transaction with the same economic effect as any transaction specified in Clause 9.1.1 or 9.1.2 above; or
- 9.1.4 offer to or contract to or agree to or announce, or publicly disclose that the Company will or may enter into any transaction described in Clause 9.1.1, 9.1.2 or 9.1.3 above,

in each case, whether any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above is to be settled by delivery of H Shares or other equity securities of the Company, in cash or otherwise (whether or not the issue of such H Shares or other shares or equity securities of the Company will be completed within the First Six-Month Period), provided that the foregoing restrictions shall not apply to the issue of the Shares by the Company pursuant to the Global Offering including pursuant to any exercise of the Over-allotment Option. In the event that, during the period of six months commencing on the date on which the First Six-Month Period expires (the “**Second Six-Month Period**”), the Company enters into any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above or offers to or agrees to or contracts to or announces, or publicly discloses, any intention to, enter into any such transactions, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in the H Shares or other equity securities of the Company.

For the avoidance of doubt and subject to the restrictions set out in this Clause 9.1, the Company shall not be prevented from repurchasing its A Shares which may be conducted by the Company from time to time.

- 9.2 **Maintenance of public float:** The Company agrees and undertakes to each of the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries, that it will not effect any purchase of H Shares, or agree to do so, which may reduce the holdings of H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the minimum public float requirements specified in the Listing Rules or any waiver granted and not revoked by the SEHK 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 and the Capital Market Intermediaries).
- 9.3 **Full force:** The undertakings in this Clause 9 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.

10. FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them that it will:

- 10.1 **Global Offering:** comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the Listing Rules, the CSRC Rules and all applicable Laws and all applicable requirements of the SEHK, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters

contemplated by this Agreement or otherwise in connection with the Global Offering, including, without limitation:

- 10.1.1 as soon as practicable before the commencement of dealings in the H Shares on the SEHK, in compliance with the Listing Rules, delivering to the SEHK the declaration to be signed by a Director and the company secretary of the Company substantially in the form published in “Regulatory Forms” section of the SEHK’s website, Form F of the Listing Rules acceptable to the SEHK;
- 10.1.2 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 cancelled or revoked;
- 10.1.3 making and obtaining all necessary Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the SEHK, the SFC, the CSRC and other relevant Authorities, including but not limited to lodging with the SEHK all relevant documents, declarations and undertakings on FINI in such manner, form and time as required under the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the SEHK and the HKSCC;
- 10.1.4 making available on display on the website of the SEHK at www.hkexnews.hk and on the website of the Company at www.cnggrgf.com.cn, copies of the documents referred to in the section headed “Appendix VII – Documents Delivered to the Registrar of Companies and Available on Display” of the Hong Kong Prospectus for the period stated therein;
- 10.1.5 complying with the Listing Rules and the CSRC Rules in relation to supplemental listing documents and the filing with CSRC that may have to be issued or made in respect of the Global Offering;
- 10.1.6 using its best endeavours to procure that (i) each of the H Share Registrar, the HK eIPO White Form Service Provider, the Receiving Banks and the Nominees shall comply in all respects with the terms of their respective appointments under the terms of the Registrar Agreement, any agreement between the Company and the HK eIPO White Form Service Provider, and the Receiving Bank Agreement; (ii) none of the terms of the appointments of the H Share Registrar, the HK eIPO White Form Service Provider, the Receiving Banks and the Nominees shall be amended without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters); and (iii) at the request of the Overall Coordinators, the arrangements provided for in the Receiving Bank Agreement, the Registrar Agreement and any agreement between the Company and the HK eIPO White Form Service Provider be varied and/or supplemented in the manner requested by the Overall Coordinators in case of unexpectedly high volume of applications under the Hong Kong Public Offering;

- 10.1.7 procuring that none of the Directors or their respective associates (as defined in the Listing Rules) will himself/herself/themselves (or through a company controlled by him/her/them), apply to purchase Hong Kong Offer Shares either in his/her/their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;
- 10.1.8 procuring that none of the Company, any member of the Group and/or any of their respective directors, supervisors (as applicable), officers, employees, affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth day immediately following the Price Determination Date;
- 10.1.9 without prejudice to Clause 10.1.7, using its best endeavours to procure that no connected person (as defined in the Listing Rules) will, and using its reasonable endeavours to procure that no existing shareholder of the Company or their close associates will, itself/himself/herself (or through a company controlled by it/him/her), apply to subscribe for or to purchase Hong Kong Offer Shares either in its/his/her own name or through nominees unless permitted to do so under the Listing Rules or having obtained the relevant waiver or consent from the SEHK for such subscription, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any connected person, existing shareholder of the Company or its close associates either in its/his/her own name or through controlled company or nominees, it shall as soon as practicable notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries); and
- 10.1.10 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering in the manner specified in the section of the Hong Kong Prospectus headed “Future Plans and Use of Proceeds” unless otherwise changed in compliance with the Listing Rules and the requirements of the Stock Exchange, and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of funding, financing or facilitating any activities or business of or with any person or entity, or of, with or in any country or territory, that at the time of such funding, financing or facilitating, is subject to any sanctions Laws and regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any sanctions Laws and regulations;
- 10.1.11 save for the issuance of H Shares pursuant to the exercise of the Over-allotment Option, from the date hereof until 5:00 p.m. on the date which is the thirtieth Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise

making any dividend or distribution of any kind on its share capital nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, sub-division or otherwise);

10.1.12 cooperating with and fully assisting, and procuring members of the Group, associates of the Company, and/or any of their respective directors, officers, employees, affiliates, agents, advisors, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to, and using its best endeavours to procure the Controlling Shareholders to, cooperate with and fully assist in a timely manner, each of the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries, to facilitate its performance of its duties, as the case may be, as a sponsor, an overall coordinator, a sponsor-overall coordinator and/or a capital market intermediary and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including, without limitation, the Code of Conduct, the Listing Rules and the CSRC Rules, including without limitation, its obligations and responsibilities to provide materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct (including without limitation all materials and information as specified under paragraphs 21.3 and 21.4 thereof), the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix F1 thereof) and the CSRC Rules; and

10.1.13 that no preferential treatment has been, nor will be, given to any placee and its close associates by virtue of its relationship with the Company in any allocation of the placing tranche.

10.2 **Information:** provide (i) to the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries all such information known to the Company or which on due and careful enquiry ought to be known to the Company and whether relating to the Group or the Company or the Controlling Shareholders or otherwise as may be reasonably required by the Joint Sponsors or the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) in connection with the Global Offering for the purposes of complying with any requirements of the Listing Rules, the CSRC Rules and applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the SEHK, of the SFC or of the CSRC or of any other relevant Authority) in connection with the Global Offering; and (ii) to the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the

Joint Sponsors and/or the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) may reasonably require.

10.3 **Receiving Banks, Nominees, H Share Registrar and HK eIPO White Form Service Provider:** use its best endeavours to procure that each of the Receiving Bank, the Nominee and the H Share Registrar and the HK eIPO White Form Service Provider shall do all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein;

10.4 **Restrictive covenants:** not, and procure that no other member of the Group will:

10.4.1 at any time after the date of this Agreement up to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect;

10.4.2 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, enter into any commitment or arrangement which in the opinion of the Joint Sponsors and the Overall Coordinators has or will or may result in a Material Adverse Change or adversely affect the Global Offering;

10.4.3 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, take any steps which, in the opinion of the Joint Sponsors and the Overall Coordinators, are or will or may be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention, in the Hong Kong Prospectus and/or the CSRC Filings;

10.4.4 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company, including, without limitation, the Articles of Association; and

10.4.5 without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) (such consent not to 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 and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that, any approval given should not constitute a waiver of any rights granted to the Joint Sponsors, the Sponsor-overall coordinators, the Overall

Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement.

- 10.5 **Maintaining listing:** procure that it will maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the H Shares on the SEHK, and comply with the Listing Rules and all requirements of the SEHK and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;

10.6 **Legal and regulatory compliance:**

- 10.6.1 comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the SEHK, the SFC, the CSRC and any other Authority, the Listing Rules and the Hong Kong Code on Takeovers and Mergers and Share Buy-backs);
- 10.6.2 procuring that the audited accounts of the Company for the financial year ending December 31, 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountant set out in Appendix I to the Hong Kong Prospectus;
- 10.6.3 complying with the Listing Rules, the CSRC Rules and/or any other applicable Laws to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting any estimated financial information contained in the Hong Kong Prospectus and/or the CSRC Filings, provided that from the date hereof until six months after the Listing Date, no such disclosure shall be made 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 applicable to it;
- 10.6.4 complying with all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (i) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (ii) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “**Relevant Information**”); and (iii) maintenance of confidentiality of any Relevant Information;

- 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 notifying the CSRC or the relevant PRC governmental Authority and providing it with such material information in accordance with the applicable Laws, and promptly notifying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters and the Capital Market Intermediaries) of such material information to the extent permitted by the applicable Laws;
- 10.6.6 at all times adopting and upholding a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in the Listing Rules and procure that the Directors uphold, comply and act in accordance with the provisions of the same;
- 10.6.7 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus, the CSRC Filings and submissions to the SEHK, the SFC and/or the CSRC;
- 10.6.8 furnish to its shareholders all the reports, circulars and documents, including without limitation, its annual and interim reports, as may be required to be delivered to its shareholders by the SEHK, the SFC, the CSRC and any other relevant Authority in Hong Kong or elsewhere;
- 10.6.9 maintain the appointment of a compliance adviser as required by the Listing Rules and obtain advice from such compliance adviser in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules;
- 10.6.10 pay all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company pursuant to applicable Laws in Hong Kong, the PRC, the United States or elsewhere, 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 Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries against any such Tax, duty, levy, fee, charge and expense (including any interest or penalty);
- 10.6.11 ensure and procure (and in the case the Controlling Shareholders, using its best endeavours to procure) that no rebates have been, directly or indirectly, provided by the Company, the Controlling Shareholders or the Directors to any placees or investor of the Offer Shares and the consideration payable by them is the same as the final offer price determined by the Company;
- 10.6.12 comply with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the SEHK and the HKSCC in relation to application procedures and requirements for new listing, and

adopting FINI for admission of trading and the collection of specified information on subscription and settlement;

- 10.6.13 comply with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
 - 10.6.14 comply with and procure its Directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its Directors;
 - 10.6.15 notify the Stock Exchange and provide it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;
 - 10.6.16 assist the designated Sponsor-overall coordinator to provide the required information under the Code of Conduct and the Listing Rules (including but not limited to the information under Rules 9.11(23a) and 9.11A and paragraph 19 of Appendix F1 to the Listing Rules, where applicable) to the Stock Exchange in accordance with Rule 3A.44 of the Listing Rules;
 - 10.6.17 keep the Joint Sponsors and the Overall Coordinators informed of any material change to the information previously given to the Stock Exchange, the SFC, the CSRC or of any other relevant Authority, and to enable the Joint Sponsors and the Overall Coordinators to provide (or procuring their provision) to the Stock Exchange, the SFC, the CSRC or any other relevant Authority, in a timely manner, such information as the Stock Exchange, the SFC, the CSRC or any other relevant Authority may require;
 - 10.6.18 provide to or procure for the Overall Coordinators all necessary consents to the provision of the information to them; and
 - 10.6.19 comply, cooperate and assist with record-keeping obligations of the Company, the Overall Coordinators and the Capital Market Intermediaries under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator.
- 10.7 **Internal controls:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been, are being or will promptly be rectified or improved in accordance with the recommendations set out in the report to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and, without prejudice to the

generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report;

- 10.8 **Significant changes:** promptly provide full particulars thereof to the Joint Sponsors and the Overall Coordinators if, at any time up to or on the date falling six months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in any of the Offering Documents, the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents and the CSRC Filings had it arisen before any of them was issued, or would be required to be included in any post-listing reports to CSRC pursuant to the CSRC Rules, and, in connection therewith, further:

10.8.1 inform the SEHK, the SFC and the CSRC (to the extent necessary) of such change or matter if so required by the Joint Sponsors, the Overall Coordinators, the Underwriters or the Capital Market Intermediaries;

10.8.2 at its expense, promptly prepare and/or amend and deliver documentation containing details of such change or matter if so required by the SEHK, the SFC, the CSRC, or the Joint Sponsors or the Overall Coordinators and in a form approved by the Joint Sponsors and the Overall Coordinators, deliver such documentation through the Joint Sponsors to the SEHK for approval and publish such documentation in such manner as the SEHK, the SFC, the CSRC, or the Joint Sponsors or the Overall Coordinators may require;

10.8.3 at its expense, make all necessary announcements on the websites of SEHK and the Company to avoid a false market being created in the Offer Shares; and

10.8.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter 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 not to be unreasonably withheld or delayed),

and 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; and

- 10.9 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10.9 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 events:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall be entitled, in their absolute discretion and by giving notice in writing to the Company, to terminate this Agreement with immediate effect if prior to 8:00 a.m. on the Listing Date:

11.1.1 there shall develop, occur, exist or come into effect:

- (a) any local, national, regional or international event, or series of events, or circumstance in the nature of force majeure (including, without limitation, any acts of government, declaration of a national, regional or international emergency or war, calamity, crisis, epidemic, pandemic, outbreaks, escalation, mutation or aggravation of diseases (including, without limitation, COVID, SARS, swine or avian flu, H5N1, H1N1, H7N9 and such related/mutated forms), strikes, labour disputes, lock-outs, other industrial actions, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, civil commotion, riots, rebellion, calamity, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God or acts of terrorism (whether or not responsibility has been claimed), economic sanctions, paralysis in government operations, interruptions or delay in transportation) in or affecting Hong Kong, the PRC, Indonesia, South Korea, Morocco, Singapore, the United Kingdom, the United States or the European Union (or any member thereof) (collectively, the **“Relevant Jurisdictions”**);
- (b) any change or development involving a prospective change, or any event or circumstances or series of events likely to result in any change or development involving a prospective change, in any local, national, regional or international financial, economic, political, military, industrial, legal, fiscal, regulatory, currency, credit or market matters, sentiments or conditions, Taxation, equity securities or exchange control or any monetary or trading settlement system, or other financial markets (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets), in or affecting any of the Relevant Jurisdictions;
- (c) the imposition or declaration of 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 (i) the trading in securities generally on the SEHK, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Shanghai Stock Exchange, the Singapore Stock Exchange, the Shenzhen Stock Exchange, the Korea Exchange (KRX), the Indonesia Stock Exchange (IDX), the Casablanca Stock Exchange (CSE) or the Tokyo Stock Exchange; or (ii) the trading in any securities of the Company listed or quoted on a stock exchange or an over-the-counter market;

- (d) the imposition or declaration of any general moratorium on commercial banking activities in or affecting Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent authority), New York (imposed at the U.S. Federal or New York State level or by any other competent authority), London, the PRC, Indonesia, South Korea, Morocco, Singapore, the European Union (or any member thereof) or any of the other Relevant Jurisdictions (declared by the relevant authorities) or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in or affecting any of the Relevant Jurisdictions;
- (e) any new Law or regulation or any change or development involving a prospective change in existing Laws or regulations, or any event or series of events or circumstances likely to result in a change or a development involving a prospective change in existing Laws or regulations, or any change or development involving a prospective change in the interpretation or application thereof by any court or any Authority in or affecting any of the Relevant Jurisdictions;
- (f) the imposition of sanctions, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by any Authority that is relevant to any member of the Group;
- (g) any valid demand by any creditor for repayment or payment of any indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity;
- (h) any change or development involving a prospective change or amendment in or affecting Taxation or foreign exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a material devaluation of the Hong Kong dollar, Renminbi, US\$, IDR, KRW, or Euro against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar, Renminbi, US\$, IDR, KRW, or Euro is linked to any foreign currency or currencies), or the implementation of any exchange control, in any of the Relevant Jurisdictions or affecting an investment in the Offer Shares;
- (i) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Hong Kong Prospectus, the CSRC Filings or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or the CSRC Rules or upon any requirement or request of SEHK, the SFC and/or the CSRC;

- (j) an order or petition for the winding-up or liquidation of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group;
- (k) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened or instigated or announced against any member of the Group, any Director or senior management of the Company as named in the Prospectus, or the Controlling Shareholders;
- (l) any contravention by the Company, any member of the Group, or any Director of any applicable Laws and regulations or the Listing Rules;
- (m) any non-compliance of the Hong Kong Prospectus (or any other documents used in connection with the contemplated offering, allotment, issue, subscription and sale of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules, the CSRC Rules or any other applicable Laws and regulations;
- (n) the Chairman, any other Director, chief executive officer or the chief financial officer or any other member of senior management of the Company named in the Hong Kong Prospectus seeks to retire, or is removed from office or is vacating his or her office;
- (o) there is the commencement by any governmental, political or regulatory body of any investigation or other action against any Director or member of senior management of the Company (other than the Chairman of the Board, the president, any executive Director, the chief financial officer and the Board secretary) in his or her capacity as such or against any member of the Group (other than the Company) or an announcement by any governmental, political or regulatory body that it intends to commence any such investigation or take any such action;
- (p) any change or prospective change or development, or a materialisation of, any of the risks set out in the section headed “Risk Factors” of the Hong Kong Prospectus,

which, 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): (1) has or will or may have a material adverse effect, whether directly or indirectly, on the assets, liabilities, general affairs, business, management, prospects, shareholder’s equity, profit, losses, earnings, results of operations, performance, position

or condition, financial or otherwise, of the Group as a whole; (2) has or will have or may have a material adverse effect on the success or marketability of the Global Offering or the level of applications or the distribution of the Offer Shares under the Hong Kong Public Offering or the level of interest under the International Offering; (3) makes or will make or is likely to make it inadvisable, inexpedient, impracticable or incapable for the Hong Kong Public Offering and/or the Global Offering to proceed or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offer-Related Documents (as defined below); or (4) has or will or may have the effect of making any material part of this Agreement (including underwriting), the Hong Kong Public Offering or the Global Offering, incapable of performance or implementation in accordance with its terms, or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that:

- (a) any statement contained in the Hong Kong Prospectus, the Formal Notice and/or any notices, announcements, advertisements, communications or other documents (including any announcement, circular, document or other communication pursuant to this Agreement) issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto but excluding information relating to the Underwriters) (the “**Offer-Related Documents**”) was, when it was issued, or has become, untrue, incorrect, inaccurate, incomplete in any material respects or misleading or deceptive, or that any estimate, forecast, expression of opinion, intention or expectation contained in any of such documents was, when it was issued, or has become unfair or misleading in any respect or based on untrue, dishonest or unreasonable assumptions;
- (b) 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 Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the Capital Market Intermediaries, or any of them) containing any statement that is untrue, incorrect or inaccurate or alleged by any Authority to be untrue, incorrect or inaccurate in any material respects or misleading or deceptive, or that any estimate, forecast, expression of opinion, intention or expectation contained in any of such documents was, when it was issued, or has become unfair or misleading in any respect or based on untrue, dishonest or unreasonable assumptions;
- (c) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Hong

Kong Prospectus, constitute a material omission from, or misstatement in, any of the Offer-Related Documents and the CSRC Filings;

- (d) there is a material breach of any of the obligations imposed upon the Company under this Agreement or the International Underwriting Agreement, as applicable;
- (e) there is an event, act or omission which gives or is likely to give rise to any liability of the Company pursuant to the indemnities given by it under this Agreement or the International Underwriting Agreement, as applicable;
- (f) there is any Material Adverse Change;
- (g) there is a breach of, or any event or circumstance rendering untrue, incorrect, incomplete or misleading in any respect, any of the representations, warranties and undertakings given by the Company in this Agreement or the International Underwriting Agreement, as applicable;
- (h) the approval of the Listing Committee of the listing of, and permission to deal in, the H Shares in issue and to be issued pursuant to the Global Offering (including any additional H Shares which may be issued pursuant to the exercise of the Over-allotment Option), is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld;
- (i) any person (other than any of the Joint Sponsors) whose consent is required for the issue of the Hong Kong Prospectus has withdrawn its consent to the issue of the Hong Kong Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears;
- (j) the Company withdraws the Hong Kong Prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering;
- (k) there is a prohibition by any Authority applicable to the Company, any of the Underwriters, and/or any of the foregoing's respective affiliates, for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering (including any additional Shares to be issued pursuant to any exercise of the Over Allotment Option);
- (q) any Director or member of senior management of the Company named in the Hong Kong Prospectus is being charged with an

indictable offence or is prohibited by operation of law or otherwise disqualified from taking part in the management or taking directorship of a company, or there is the commencement by any governmental, political or regulatory body of any investigation or other action against the Chairman of the Board, the president, any executive Director, the chief financial officer or the Board secretary in his or her capacity as such or against the Company or an announcement by any governmental, political or regulatory body that it intends to commence any such investigation or take any such action; or

- (l) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated.

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 subject to Clause 11.2.2 and Clause 11.2.3 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that Clauses 6.4, 6.5 and 12 to 17 and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination;

11.2.2 the Company shall refund forthwith all payments made by the Hong Kong Underwriters, the Capital Market Intermediaries or any of them pursuant to Clause 4.9 and/or by the Overall Coordinators pursuant to Clause 4.10 and/or by applicants under the Hong Kong Public Offering (in the latter case, the Company shall procure that the H Share Registrar and the Nominees despatch 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 the Company shall pay to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries as soon as possible the costs, expenses, fees, charges and Taxation set out in Clauses 6.3 and 6.4 and the Overall Coordinators may, in accordance with the provisions herein, instruct the Nominees 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. INDEMNITY

12.1 **Indemnity:** The Company (the “**Indemnifying Party**”) undertakes to the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries (which, for the avoidance of doubt, include both syndicate CMIs and non-syndicate CMIs as defined in the Code of Conduct) and each of them (for themselves, respectively, and on trust for their

respective Indemnified Parties) to indemnify, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses, claims (and any action, writ, or proceeding (including any investigation or inquiry by or before any Authority) and Taxation (collectively, “**Losses**” and individually, a “**Loss**”) which, jointly or severally, any such Indemnified Party may suffer or incur, and against all actions, writs, suits and proceedings (including, without limitation, any investigation or inquiry by or before any Authority), demands, judgment, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, “**Proceedings**” and individually, a “**Proceeding**”), which may be brought or threatened to be brought against any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

- 12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the CSRC Filings, the OC Announcements, the Formal Notice and any notices, announcements, advertisements, communications or other documents issued by or on behalf of the Company relating to or connected with the Global Offering, the roadshow materials and other investor communication materials 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-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries or any of them) (collectively, the “**Related Public Information**”);
- 12.1.2 any of the Related Public Information containing any untrue or alleged untrue statement of a material fact, or omitting or being alleged to have omitted to state a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or not containing or being alleged not to contain all the information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares, or any information in the context of the Global Offering whether required by Law or otherwise or being or alleged to be defamatory of any person or any jurisdiction, except for the marketing name, legal name, logo and address and the description of regulated activities of the Joint Sponsor in the section of the Hong Kong Prospectus headed “Appendix VI – Statutory and General Information – Other Information – Qualification and Consents of Experts” of the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the

Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them contained therein;

- 12.1.3 any estimate, forecast, statement or expression of opinion, intention or expectation contained in the Related Public Information, being or alleged to be untrue, incomplete, inaccurate or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken into account of a fact necessary in order to make it not misleading;
- 12.1.4 the execution, delivery and performance of this Agreement by the Company, and/or the offer, allotment, issue, sale or delivery of the Offer Shares;
- 12.1.5 any breach or alleged breach on the part of the Company of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association, the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party;
- 12.1.6 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect;
- 12.1.7 the execution, delivery and performance by the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them of their or its obligations and roles under this Agreement or the Offering Documents or otherwise in connection with the Global Offering, including but not limited to their respective roles and responsibilities under the Code of Conduct as Sponsor-overall coordinator, overall coordinators, Capital Market Intermediaries or otherwise, as applicable;
- 12.1.8 any act or omission of any member of the Group in relation to the Global Offering;
- 12.1.9 the Global Offering or any of the Offering Documents and the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, the CSRC Rules, the Code of Conduct, or any Law of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering;
- 12.1.10 any failure or alleged failure by the Company or any of the Directors to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws;
- 12.1.11 any breach or alleged breach by any member of the Group of any applicable Laws in any material respect;

12.1.12any Proceeding by or before any Authority having commenced or been threatened against any Group Company or any of the Directors or any settlement of any such Proceeding;

12.1.13any breach or alleged breach of the Laws of any country or territory resulting from the issue, publication, distribution or making available of any of the Related Public Information and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents, this Agreement and the International Underwriting Agreement; or

12.1.14any breach or alleged breach by the Company of the terms and conditions of the Hong Kong Public Offering,

provided that the indemnity provided for in Clause 12 shall not apply to the extent where any such Proceeding or any such Loss is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as case may be) to have been solely and directly caused by the fraud, wilful misconduct or gross negligence on the part of the relevant Indemnified Party. The non-application of the indemnity provided for in this Clause 12.1 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 12.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to, any Indemnifying Party to recover any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any other Indemnified Party of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares or the preparation or despatch of the Hong Kong Public Offering Documents, provided that the foregoing shall not exclude any liability of any Indemnified Party for any claims or Losses which is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal (as case may be) to have been solely and directly caused by the gross negligence, willful misconduct or fraud on the part of such Indemnified Party.
- 12.3 **Notice of claims:** If the Company becomes aware of any claim which may give rise to a liability against the Indemnifying Party under the indemnity provided under Clauses 12.1 and 12.2, it shall promptly give notice thereof to the Overall Coordinators (on behalf of other Indemnified Parties) in writing with reasonable details thereof.
- 12.4 **Conduct of claims:** If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 12 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, notify the Indemnifying Party of the institution of such

Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability which the Indemnifying Party may have to any Indemnified Party under this Clause 12 or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Joint Sponsors and the Overall Coordinators (on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Joint Sponsors and the Overall Coordinators (on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred with the documents showing the payment so incurred (if any, and to the extent reasonably practicable) being furnished to the Company at the Company's written request.

- 12.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any current, pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Party under this Agreement. The Indemnified Parties are not required to obtain consent from the Indemnifying Party with respect to such settlement or compromise. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, compromise or consent judgment. Any settlement or compromise by any Indemnified Party in relation to any claim shall be without prejudice to, and without (other than any obligations imposed on it by law) any accompanying obligation or duty to mitigate the same in relation to, any claim, action or demand it may have or make against the Company under this Agreement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Indemnifying Party herein shall be in addition to any liability which the Indemnifying Party may otherwise have.

- 12.6 **Contribution:** If the indemnity under this Clause 12 is unavailable or insufficient to hold harmless an Indemnified Party, then the Indemnifying Party shall on demand contribute to the amount paid or payable by such Indemnified Party as a result of such Losses:
- 12.6.1 in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Party on the one hand and the Indemnified Parties on the other hand from the Hong Kong Public Offering; or
- 12.6.2 if the allocation provided in Clause 12.6.1 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 12.6.1 above but also the relative fault of any of the Indemnifying Party 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.
- 12.7 **Arrangements with advisers:** If the Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:
- 12.7.1 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;
- 12.7.2 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
- 12.7.3 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.
- 12.8 **Costs:** For the avoidance of doubt, the indemnity under this Clause 12 shall cover all costs, charges, fees and expenses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 12.
- 12.9 **Payment on demand:** All amounts subject to indemnity under this Clause 12 shall be paid by an Indemnifying Party as and when they are incurred within ten Business Days of a written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.
- 12.10 **Payment free from counterclaims/set-offs:** All payments payable by an Indemnifying Party under this Clause 12 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 any Law. If an Indemnifying Party makes a deduction or a withholding under this Clause 12, the sum due from such Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

- 12.11 **Taxation:** If a payment under this Clause 12 will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.
- 12.12 **Full force:** The foregoing provisions of this Clause 12 will continue 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.

13. ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published, made publicly available or despatched by the Company (or by any of its Directors, officers, employees consultants, advisers or agents) during the period of six months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (such consent not to be unreasonably withheld or delayed) except in the event and to the extent that any such announcement, circular, supplement or document is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK, the Shenzhen Stock Exchange, the CSRC and the SFC, whether or not the requirement has the force of law and any such announcement, circular, supplement or document so issued, published, made publicly available or despatched by any of the parties shall be made only after consultation with the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) and after the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof. The Company undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will conduct prior discussions with the Joint Sponsors and the Overall Coordinators in relation to any announcement, with respect to the Global Offering or which may conflict with any statement in the Hong Kong Prospectus, proposed to be made to the public by or on behalf of the Company or any members of the Group, during the period of six months from the date of this Agreement.

- 13.2 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or, for so long as any of the Joint Sponsors or the Overall Coordinators still remain as a sponsor or adviser of the Company, the termination of this Agreement. The Company shall procure compliance by the Group with the provisions of this Clause.

14. CONFIDENTIALITY

- 14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that its affiliates and its and their directors, officers, employees, consultants, advisers and 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 and its and their directors, supervisors (if applicable), 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 by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK, the SFC, the Shenzhen Stock Exchange and the CSRC, whether or not the requirement for disclosure of information has the force of law;

14.2.3 required to vest the full benefit of this Agreement in such party;

14.2.4 disclosed to the professional advisers and auditors of such party on a need-to-know basis and/or under a duty of confidentiality;

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

14.2.6 required by any Joint Sponsors, the Sponsor-overall coordinators, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter, Capital Market Intermediary or their respective affiliates for the purpose of the Global Offering or necessary in the view of any such party to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering, the listing or otherwise to comply with its or their own regulatory obligations; or

14.2.7 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters and the Capital Market Intermediaries, by the Overall Coordinators (for themselves and on behalf

of the Hong Kong Underwriters and the Capital Market Intermediaries)),
such approval not to be unreasonably withheld,

provided that, in the cases of Clauses 14.2.3 and 14.2.7, 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 remain in full force and effect notwithstanding the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

15. NOTICES

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

- 15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and if so addressed, shall be deemed to have been duly given or made as follows:

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

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

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

15.2.4 if sent by 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; and

15.2.5 if sent by email, when dispatched, provided that no report of returned email or failure of delivery is received by the sender within 24 hours after the dispatch of such email.

However, in the case of Clauses 15.2.4 and 15.2.5 above, if the time of deemed receipt of any notice is not before 6:30 p.m. local time on a Business Day at the address of the recipient it is deemed to have been received at 9:00 a.m. local time on the next Business Day.

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

- 15.3 **Details of contact:** The relevant address, facsimile number and email address of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the Company, to:

Address : 11th Floor, Building B, Yunda Central Plaza, Yuhua District,
Changsha, Hunan Province, the PRC
Email : tanghuateng@cnggrgf.com.cn
Attention : Tang Huateng

If to Morgan Stanley, to:

Address : 46/F, International Commerce Centre, 1 Austin Road West,
Kowloon, Hong Kong
Email : pj_matrix_all@morganstanley.com;
pj_matrix_all@morganstanley.com.cn
Fax : +852 2239 7805
Attention : Project MatriX deal team

If to Huatai, to:

Address : 62/F, The Center, 99 Queen's Road Central, Central, Hong
Kong
Email : projectmatrix@htsc.com
Attention : Project MatriX deal team

If to any of the Hong Kong Underwriters and the Capital Market Intermediaries, to the address and email address of such Hong Kong Underwriter, and for the attention of the person, specified opposite the name of such Hong Kong Underwriter in Schedule 2.

- 15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or email address for the purposes of Clause 15.3, provided that such notification shall only be effective on:

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

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

16. GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

- 16.1 **Governing law:** This Agreement and any non-contractual obligations arising out of, or in connection with it, shall be governed by and construed in accordance with the laws of Hong Kong.

- 16.2 **Arbitration:** Each party to this Agreement agrees, on behalf of itself and as agent for its respective affiliates, that any dispute, controversy, difference or claim arising out of or relating to this Agreement, including with respect to its subject matter, existence, negotiation, validity, invalidity, interpretation, termination or enforceability (including non-contractual disputes or claims, and disputes or claims against each party's affiliates, arising out of or relating to this Agreement) (a "**Dispute**") shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC

Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted in accordance with the Rules, as may be supplemented or amended by this Clause 16. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the law of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to any arbitration commenced under this Clause.

- 16.3 **Joinder of proceedings:** Notwithstanding anything in the provisions of Clause 16, each of the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries shall have the sole and absolute right, in circumstances in which they become or are joined as a defendant or third party in any proceedings, to join the Company as a party to those proceedings or otherwise pursue claims against the Company in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise).
- 16.4 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the jurisdiction of the arbitral tribunal appointed or constituted for any arbitration commenced under Clause 16 and of any court of competent jurisdiction in which proceedings may be brought in relation to or in support of such arbitration.
- 16.5 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection (on the grounds of forum non conveniens or otherwise) which it may now or hereafter have to the arbitral tribunal appointed or constituted for any arbitration commenced under Clause 16 and to any court of competent jurisdiction in which proceedings may be brought in relation to or in support of such arbitration and further irrevocably agrees that a judgment or order of any such court or an award of such arbitral tribunal shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
- 16.6 **Service of documents:** Each of the parties hereto unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.
- 16.7 **Process agent:** Without prejudice to Clause 16.6 above, the Company has established a place of business in Hong Kong at Room 1915, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong, and the Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance. Service of process upon the Company at the above address 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. Where proceedings are taken against the Company in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company shall forthwith appoint an agent for the service of process 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, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company, and such appointment shall be effective upon the giving of notice of such appointment to the Company, as the case may be.

- 16.8 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including, without limitation, arbitration proceedings), the Company may now or hereafter have, or can claim for itself or himself or its or his assets, properties or revenues, any immunity on any grounds under the Laws of any jurisdiction from any action, suit, proceeding or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself or himself or its or his assets, properties or revenues any such immunity (whether or not claimed) under the Laws of any jurisdiction, the Company hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings, and declare that such waiver shall be effective to the fullest extent permitted by such laws.

17. **RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

- 17.1 In the event that any Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 17.2 In the event that any Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter that is a Covered Entity or a BHC Act Affiliate of such Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 17.3 In this Clause 17:

“**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);

“**Covered Entity**” means any of the following:

- (i) a “**covered entity**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (ii) a “**covered bank**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (iii) a “**covered FSI**” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and

“**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

18. GENERAL PROVISIONS

- 18.1 **Time:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.
- 18.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 18.3 **Assignment:** Each of the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 12, respectively, to any of the persons who have the benefit of the indemnities in Clause 12 and any successor entity to such Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, Joint Global Coordinator, Joint Bookrunners, Joint Lead Managers Hong Kong Underwriter or Capital Market Intermediaries or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.
- 18.4 **Release or compromise:** Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto. Without prejudice to the

generality of the foregoing, the Company agrees and acknowledges that any amendment or supplement to the Offering Documents, CSRC Filings or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters and the Capital Market Intermediaries as set forth in this Agreement or constitute a waiver or modification, or result in the loss, of any rights hereunder of the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as the case may be, to terminate this Agreement or otherwise prejudice any other rights of the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

- 18.5 **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 the Laws or otherwise).
- 18.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 18.7 **Entire agreement:** This Agreement, together with, in the case of the Joint Sponsors, the Sponsor Engagement Letters, in the case of the Overall Coordinators, the OC Engagement Letters, and in the case of the Capital Market Intermediaries, the CMI Engagement Letters, constitutes the entire agreement between the Company, the Joint Sponsors, the Sponsor-overall coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the appointment of the Joint Sponsors of the Company is in addition to the terms and conditions under the Sponsor Engagement Letters, the appointment of the Overall Coordinators is in addition to the terms and

conditions under the respective OC Engagement Letter, and the appointment of the Capital Market Intermediaries is in addition to the terms and conditions under the respective CMIs Engagement Letters, which shall continue to be in force and binding upon the parties thereto. If any terms herein this Agreement (except for Clause 6.1 with respect to the Underwriting Commission) are inconsistent with that of the Sponsor Engagement Letters, the respective OC Engagement Letters or the respective CMIs Engagement Letters, the terms in this Agreement shall prevail. If Clause 6.1 is inconsistent with the terms with respect to the Underwriting Commission or other similar commission or fees (whatever they might be called) in the respective OC Engagement Letters, the relevant terms in the respective OC Engagement Letters shall prevail.

- 18.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.
- 18.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 18.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, the Company 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 Company 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.
- 18.11 **Taxation:** All payments to be made by or on behalf of the Company 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 Laws to be deducted or withheld in connection with such payments, the Company will increase the amount paid so that the full amount of such payments as agreed in this Agreement is equal to the net amount received by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable. If any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries is required by any

Authority to pay any Taxes as a result of this Agreement, the Company will pay an additional amount to such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or Capital Market Intermediary so that the full amount of such payments as agreed in this Agreement to be paid to such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or Capital Market Intermediary is received by such Joint Sponsors, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or Capital Market Intermediary. The Company will further, if requested by such Joint Sponsors, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or Capital Market Intermediary, use commercially reasonable efforts to give such assistance as such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or Capital Market Intermediary may reasonably request to assist such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or Capital Market Intermediary in discharging its obligations in respect of such Taxes, including by making filings and submissions on such basis and such terms as such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or Capital Market Intermediary may reasonably request, promptly making available to such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or Capital Market Intermediary notices received from any Authority and, subject to the receipt of funds from such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or Capital Market Intermediary, by making payment of such funds on behalf of such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or Capital Market Intermediary to the relevant Authority in settlement of such Taxes.

18.12 Authority to the Overall Coordinators: Unless otherwise provided herein, each Hong Kong Underwriter and Capital Market Intermediary (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the Hong Kong Underwriters and the Capital Market Intermediaries in their sole and absolute discretion in the exercise of all rights and discretions granted to the Hong Kong Underwriters and the Capital Market Intermediaries or any of them under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.

18.13 Contracts (Rights of Third Parties) Ordinance: A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 18.13:

18.13.1 Indemnified Parties may enforce and rely on Clause 12 to the same extent as if they were a party to this Agreement. An assignee pursuant to Clause

18.3 may enforce and rely on this Agreement as if it were a party to this Agreement.

18.13.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 18.13.1.

- 18.14 **Further Assurance:** The Company shall from time to time, on being reasonably required to do so by the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 18.15 **Survival:** The provisions in this Clause 18 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.
- 18.16 **Officer's Certificates:** Any certificate signed by any officer of the Company, and delivered to the Joint Global Coordinators, the Joint Sponsors, the Overall Coordinators, 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 each Joint Global Coordinator, Joint Sponsors, the Overall Coordinators or Underwriter.

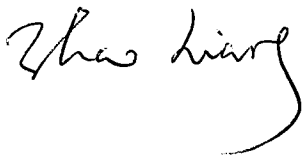
IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by
DENG WEIMING
duly authorized for and on behalf of
CNGR ADVANCED MATERIAL CO., LTD.
(中偉新材料股份有限公司)

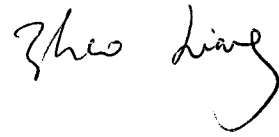
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[Signature page to Hong Kong Underwriting Agreement]

SIGNED by
ROBIN ZHAO
for and on behalf of
MORGAN STANLEY ASIA LIMITED
(摩根士丹利亞洲有限公司)

)
)
)
)


SIGNED by
ROBIN ZHAO)
for and on behalf of)
MORGAN STANLEY ASIA LIMITED)
(**摩根士丹利亞洲有限公司**))
as attorney for and on behalf of each of the other)
HONG KONG UNDERWRITERS (as defined herein))

A handwritten signature in cursive script, appearing to read "Robin Zhao", written in dark ink.

SIGNED by

YUQI LIU

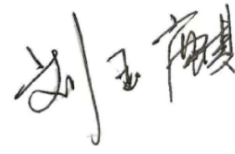
for and on behalf of

HUATAI FINANCIAL HOLDINGS (HONG KONG)

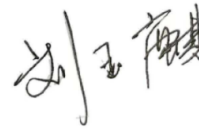
LIMITED

(華泰金融控股(香港)有限公司)

)
)
)
)
)
)

A handwritten signature in black ink, appearing to read '刘玉麒' (Liu Yuqi), written in a cursive style.

SIGNED by)
YUQI LIU)
for and on behalf of)
HUATAI FINANCIAL HOLDINGS (HONG KONG))
LIMITED)
(華泰金融控股(香港)有限公司))
as attorney for and on behalf of each of the other)
HONG KONG UNDERWRITERS (as defined herein))



SCHEDULE 1
THE HONG KONG UNDERWRITERS

<u>Hong Kong Underwriter</u>	<u>Maximum number of Hong Kong Offer Shares to be underwritten</u>	<u>Percentage to be underwritten</u>
Morgan Stanley Asia Limited (摩根士丹利亞洲有限公司) 46/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong	See below	See below
Huatai Financial Holdings (Hong Kong) Limited (華泰金融控股(香港)有限公司) 62/F, The Center, 99 Queen's Road Central, Central, Hong Kong	See below	See below
China International Capital Corporation Hong Kong Securities Limited (中國國際金融香港證券有限公司) 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong	See below	See below
BNP Paribas Securities (Asia) Limited (法國巴黎證券(亞洲)有限公司) 60/F. and 63/F., Two International Finance Centre, 8 Finance Street, Central, Hong Kong	See below	See below
ABCI Capital Limited (農銀國際融資有限公司) 11/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong	See below	See below
BOCI Asia Limited (中銀國際亞洲有限公司) 26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong	See below	See below
ICBC International Securities Limited (工銀國際證券有限公司) 37/F, ICBC Tower, 3 Garden Road, Hong Kong	See below	See below
CCB International Capital Limited (建銀國際金融有限公司)	See below	See below

12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong		
Mizuho Securities Asia Limited (瑞穗証券亞洲有限公司) 14-15/F, K11 Atelier, 18 Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong	See below	See below
Tiger Brokers (HK) Global Limited (老虎證券(香港)環球有限公司) 23/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong	See below	See below
First Shanghai Securities Limited (第一上海證券有限公司) 19/F., Wing On House, 71 Des Voeux Road Central, Hong Kong	See below	See below
Total	10,422,600	100%

The number of Hong Kong Offer Shares underwritten by each of the Hong Kong Underwriters shall be determined in the manner set out below:

$$A = B/C \times 10,422,600$$

where:

“A” is the number of the Hong Kong Offer Shares underwritten by the relevant Hong Kong Underwriter, provided that: (i) any fraction of a Share shall be rounded to the nearest whole number of Share, and (ii) the number of Hong Kong Offer Shares underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters.

“B” is the number of Firm Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

“C” is the aggregate number of Firm Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 2 THE WARRANTIES

Representations and Warranties of the Company

The Company represents, warrants and undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them as follows:

1 Accuracy and adequacy of information

- 1.1 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) by or on behalf of the Company, any other member of the Group and/or any of their respective directors, officers, employees, affiliates or agents, to the Stock Exchange, the SFC, the CSRC, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants, the Industry Consultant, the Internal Control Consultant, and/or legal and other professional advisors for the Company or the Underwriters in connection with the Global Offering and/or the listing of the H Shares on the Stock Exchange (including, without limitation, (i) information and documents provided for the purpose of replying to queries and comments raised by the Stock Exchange, the SFC and the CSRC, (ii) information and documents provided as the basis of information contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (iii) information and documents provided for or in the course of due diligence contained in or referred to in the Verification Notes, or the discharge by the Joint Sponsors of their obligations as sponsors under the Code of Conduct for Persons Licensed (“**Code of Conduct**”), the Listing Rule and the CSRC Rules, and information and documents provided for the discharge by the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as an Overall Coordinator and/or a Capital Market Intermediary under the Code of Conduct by or Registered with the SFC and the Listing Rules), was so disclosed or made available in full and in good faith and remains complete, true and accurate in all material respects, without omission of any material facts that would make the information so disclosed or made available misleading.
- 1.2 (A) None of the Hong Kong Public Offering Documents, the Investor Presentation Materials, the PHIP and the Preliminary Offering Circular contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and (B) no individual Supplemental Offering Material conflicted with the Hong Kong Public Offering Documents the PHIP and the Preliminary Offering Circular (as used herein, “**Supplemental Offering Material**” means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, including without limitation, any roadshow presentation relating to the Offer Shares that constitutes such written communication, other than the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular or amendments or supplements thereto), provided, however, that the Company makes no representation or warranty as to the information furnished to the Company in writing by the Overall Coordinators expressly and specifically for inclusion in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular. For the purposes of this Agreement, the only information furnished in writing to the Company by or on behalf of the Hong Kong Underwriters expressly and specifically for inclusion in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular is the respective names, logos, and addresses of the Hong Kong Underwriters.

- 1.3 All statements or expressions of opinion, expectation or intention, forward-looking statements, forecasts and estimates (including, without limitation, the statements regarding the sufficiency of working capital, future plans, use of proceeds, profit forecast, projected cash flows and working capital, critical accounting policies, indebtedness, prospects, dividends, material contracts, industry trends, litigation and regulatory compliance) contained in each of the Hong Kong Public Offering Documents, the PHIP, the Preliminary Offering Circular and the CSRC Filings and any individual Supplemental Offering Material (to the extent there are any) at and as at the date of this Agreement, the Hong Kong Prospectus Date and at all other time when the Warranties are repeated pursuant to this Agreement (A) have been made after due, careful and proper consideration, (B) are and will remain based on grounds and assumptions, where applicable, referred to in each of the Hong Kong Public Offering Documents, the PHIP, the Preliminary Offering Circular, the CSRC Filings and any individual Supplemental Offering Material (to the extent there are any) or otherwise based on reasonable grounds and assumptions, and such grounds and assumptions are and will remain fairly and honestly held by the Company, its directors and senior management, and (C) represent reasonable and fair expectations honestly held based on facts known or which could, upon due and careful enquiry, have been known to the Company, its directors and senior management; there are no other facts or matters known or which could have been known to the Company or its directors, which has not been provided and the omission of which would or may make any such expression, statement, forecast or estimate misleading.
- 1.4 No material information was withheld from the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, and/or the legal advisors for the Company or the Underwriters for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including for the purposes of making submissions or applications to, or replying to queries or comments raised by the Stock Exchange, the SFC or the CSRC).
- 1.5 The Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular contain or include (A) all information and particulars required to comply with all statutory and other provisions, including without limitation, the Companies (WUMP) Ordinance, the Listing Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Stock Exchange (unless any such requirement has been waived or exempted by the relevant Authority) and (B) all such material information as investors and their professional advisers would reasonably require or reasonably expect to find therein, for the purpose of making an informed assessment of the business, assets and liabilities, financial position, profits and losses, and management and prospects of the Group, taken as a whole, and the rights attaching to the H Shares.
- 1.6 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the OC Announcements, the Formal Notice) and all filings and submissions provided by or on behalf of the Company to the CSRC, the Stock Exchange and the SFC have complied or will comply with all applicable Laws in material aspects.
- 1.7 Each of the CSRC Filings is and remains true and accurate, and does not omit any information which would make the statements therein, in light of the circumstances under which they were made, misleading in any respect. .
- 1.8 ***[Reserved]***

- 1.9 Without prejudice to any of the other representations and warranties of the Company herein, the Company has, as required under Rule 3A.05 of the Listing Rules and as necessary or relevant to the performance of the duties of the Joint Sponsors as the sponsors of the Company in relation to the application for listing of the H Shares on the Main Board of the SEHK under Chapter 3A of the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC: (i) given to the Joint Sponsors, upon request, all information available or known to the Company or the Directors that is relevant to the Joint Sponsors' performance of such duties under Chapter 3A of the Listing Rules; (ii) afforded the Joint Sponsors' full access at all times, in a reasonable manner, to all persons, premises and documents relevant to the performance of such duties; and (iii) kept the Joint Sponsors informed of any and all changes to any information so given to the Joint Sponsors.
- 1.10 Without prejudice to any of the other Warranties:
- 1.10.1 the statements contained in the section of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, headed "Future Plans and Use of Proceeds", including the breakdown of the estimated use of the net proceeds, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading and represent the true and honest belief of the Company and the Directors arrived at after due, proper and careful consideration and enquiry;
- 1.10.2 the statements contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular relating to the Group's indebtedness as at close of business on September 30, 2025 do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, and all developments in relation to the Company's indebtedness have been disclosed;
- 1.10.3 the statements relating to liquidity and working capital contained in each of the Hong Kong Public Offering Document, the PHIP and the Preliminary Offering Circular do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading;
- 1.10.4 the statements relating to the Group's liquidity and capital resources contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular in the section headed "Financial Information" do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading;
- 1.10.5 the statements relating to the Group's products, research and development capabilities, production capabilities and intellectual property rights in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular in the section headed "Business" do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading ;
- 1.10.6 the statements contained in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (A) under the sections headed "Share Capital" and

“Appendix V – Summary of Articles of Association”, insofar as they purport to describe the terms of the Offer Shares, (B) under the section headed “Regulatory Overview”, insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Group, (C) under the section headed “Appendix III – Taxation and Foreign Exchange” , “Appendix IV – Summary of Principal Legal and Regulatory Provision”, and “Appendix VI – Statutory and General Information”, insofar as they purport to describe the provisions of the Laws and documents referred to therein, and (D) under the section headed “Appendix V – Summary of Articles of Association”, insofar as they purport to describe the material provisions of the Articles and Association, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, and constitute fair and accurate summaries of the relevant terms, Laws, regulations and documents;

1.10.7 [Reserved]

1.10.8 the statements contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular and in the section headed “Risk Factors” do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading and represent the true and honest belief of the Company arrived at after due, proper and careful consideration, and there are no other material risks associated with the Group, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group or an investment in the H Shares which have not been disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular;

1.10.9 the statements relating to the total amount of fees paid or payable to the Joint Sponsors, and the aggregate of the fees and the ratio of fixed and discretionary fees paid or payable to all syndicate members contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and

2 The Company and the Group

2.1 As of the date of this Agreement and at all other time when the Warranties are repeated pursuant to this Agreement, the Company has the authorized and issued share capital as set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular in the section headed “Share Capital”, and all of the issued shares of the Company have been duly authorized and validly issued and are fully paid and non-assessable, have been issued in compliance with all applicable Laws, were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right or the Articles of Association and are subject to no Encumbrance at the time of issuance. No holder of outstanding shares of the Company is and will be entitled to any pre-emptive or other similar rights to acquire the Offer Shares or any other securities of the Company.

2.2 The Company, has been duly incorporated, is capable of suing and being sued and is validly existing as a company with limited liability in good standing under PRC Laws, 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, the PHIP and the Preliminary Offering Circular, to execute and deliver, , and perform all of its obligations and undertakings under each of this Agreement, the International Underwriting Agreement and the Operative Documents and to perform its obligations thereunder, to issue and deliver the Offer Shares as contemplated herein and under the Global Offering; the Articles of Association and other constituent or constitutive documents and the business licence of the Company, if applicable, comply with the requirements of PRC Laws and are in full force and effect; the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the Articles of Association and other constituent or constitutive documents and the business registration certificate of the Company comply with the Laws of Hong Kong (including, without limitation, the Listing Rules).

- 2.3 The Company and any other member of the Group are duly qualified in all respects to transact business in each jurisdiction where any such qualification is required by applicable Laws (by virtue of its business, ownership or leasing of properties or assets or otherwise) except which would not, individually or in the aggregate, result in a Material Adverse Change, and, to the extent applicable, is in good standing in each applicable jurisdiction.
- 2.4 (A) The subsidiaries (as set forth in the section headed “History, Development and Corporate Structure” in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular fairly represent the major subsidiaries of the Company that are material to the Company’s operation and/or the Company’s financial performance. To the best knowledge of the Company after due and careful inquiry, the non-disclosure in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular of the relevant information of subsidiaries that are not major subsidiaries of the Company will not prejudice the interests of investors; (B) other than the share capital or other equity interests of or in each of its major subsidiaries, or as otherwise disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, 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 that is material to the Group, taken as a whole, as of the date of the latest audited consolidated financial statements. All of the issued shares of each of the members of the Group that is a non-PRC person have been duly authorised and validly issued, are fully paid up and non-assessable, have been issued in compliance with all applicable Laws and were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are owned by the Company subject to no Encumbrance; (C) the registered capital (in the form of shares or otherwise) of each of the other members of the Group that is a PRC person has been validly issued and fully paid up, or otherwise in compliance with all applicable Laws, with all contributions to such registered capital having been paid within the time periods prescribed under applicable PRC Laws and all payments of such contributions having been approved by the applicable PRC 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, to the extent owned by the Company, is owned by the Company subject to no Encumbrance; (D) except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, no options, warrants

or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares of capital stock or other equity interests of or in any member of the Group are outstanding; (E) each of the other member of the Group is a legal person with limited liability and the liability of the Company in respect of equity interests held in each member of the Group is limited to its investment therein; (F) except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, none of the members of the Company's board of directors own, directly or indirectly, any shares of capital stock of, or equity interest in, or any rights, warrants or options to acquire, or instruments or securities convertible into or exchangeable for, any share capital of, or direct interests in, any member of the Group, and (G) except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, there are no outstanding securities issued by the Company convertible into or exchangeable for, rights, warrants or options to acquire from the Company or subscribe for, or obligations of the Company to issue or grant, share capital of or debentures or direct interests in the Company and there is no agreement or commitment outstanding which calls for the allotment, issue or transfer of, or accords to any person the right to call for the allotment or issue of, any shares or debentures in, or other securities of, the Company.

- 2.5 Each member of the Group has been duly incorporated, established, registered or organised and is validly existing and, to the extent applicable, in good standing under the applicable Laws of the jurisdiction of its incorporation, establishment, registration or organisation, is capable of suing and being sued in its own name, 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, the PHIP and the Preliminary Offering Circular; the articles of association and other constituent or constitutive documents and the business licence (if applicable) of each member of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, establishment, registration or organisation, and are in full force and effect. Each of the members of the Group that is a PRC person has made its annual report filing with the State Administration for Market Regulation of the PRC or its local without being found to have any material deficiency or to be in material default under applicable PRC Laws and has timely received all requisite certifications from each applicable PRC Authority, except where failure to receive such certifications would not, individually or in the aggregate, result in a Material Adverse Change. Except as set out in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, to the best knowledge of the Company after due and careful inquiry, each of the member of the Group has full power and authority to declare, make or pay any dividend or other distribution and to repay loans to any of its shareholders without any prohibition by Laws and regulations in any of relevant jurisdictions.
- 2.6 No member of the Group is conducting or proposes to conduct any business, or has or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation) which is material to the Group taken as a whole, but which is not directly or indirectly related to the business of such member of the Group or the business of the

Group, taken as a whole, as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.

- 2.7 No member of the Group has entered into any agreement for the establishment of any company or undertaking in which any member of the Group will, or agrees to own or control, a majority interests, which will be material to the Group taken as a whole.

3 Offer Shares

3.1 ***[Reserved]***

- 3.2 The Offer Shares have been duly and validly authorised 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 issued and non-assessable, free and clear of any Encumbrance, and will have attached to them the rights and benefits specified in the Company's Articles of Association as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular 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 transferrable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the Joint Global Coordinators or the International Underwriters). The Offer Shares, 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 relevant jurisdictions or the Articles of Association or other constituent or constitutive documents or the business registration certificate of the Company or any agreement or other instrument to which the Company is party; no holder of Offer Shares after the completion of the Global Offering is or will be subject to personal liability in respect of the Company's liabilities or obligations by reason of being such a holder. There are no limitations on the rights of holders of the Offer Shares to hold, vote or transfer their securities.

- 3.3 As of the Listing Date, and, assuming the full exercise of the Over-allotment Option, as of the relevant settlement date for the Over-allotment Option Shares, the Company will have the authorized and issued share capital as set forth in the section of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular in the sections headed "Share Capital." The share capital of the Company, including the Offer Shares, conforms to each description thereof contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, and each such description do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statement made, in the light of the circumstances under which they were made, not misleading.

4 This Agreement and Operative Documents

- 4.1 Each of this Agreement, the International Underwriting Agreement, the Operative Documents and any other documents required to be executed by the Company pursuant to the provision of this Agreement, the International Underwriting Agreement or the Operative Documents has been and will be duly authorised, executed and delivered by the Company (where applicable) and, when validly authorised, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Company (where applicable), enforceable in accordance with

its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

- 4.2 The statements set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular in the sections headed, respectively, "Structure of the Global Offering" and "Underwriting", as applicable, insofar as they purport to describe the provisions of this Agreement and the International Underwriting are true and accurate in all material respects and not misleading.

5 Global Offering

- 5.1 All necessary authorizations and/or waivers have been obtained from the holders of existing issued shares in the capital of the Company to enable the Global Offering to be consummated pursuant to this Agreement and the International Underwriting Agreement and to enable the Offer Shares to be issued to the applicants under the Global Offering in the manner described in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, and the Company has power under the Articles of Association or other constituent or constitutive documents of the Company or any agreement or other instrument to which the Company is a party to issue the Offer Shares pursuant to the Global Offering in the manner described in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular without any further sanction..
- 5.2 Except as otherwise disclosed in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, no Approvals and Filings, or order of, or qualification with, any Authority is required for the performance by the Company of its obligations under this Agreement, the Receiving Bank Agreement or the Registrar Agreement and the consummation by the Company of the transactions contemplated herein, therein or as described in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.
- 5.3 The Company will have sufficient Shares to permit the issue of the Offer Shares pursuant to the Global Offering and Option Shares pursuant to the Over-allotment Option and any full exercise of the general mandate to issue Shares as described in the section headed "Appendix VI – Statutory and General Information" in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, and will have full power under the Articles of Association to issue the Offer Shares and the Option Shares and the general mandate as referred to above and such Shares will, when allotted and issued, be properly allotted and issued in accordance with the terms of the Global Offering, the Over-Allotment Option, or the general mandate as referred to above..
- 5.4 Other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement, there are no contracts, agreements or understandings between the Company and any person that would give rise to a claim against the Company or any Underwriter for a brokerage, commission, finder's fee or other like payment in connection with the Global Offering.

6 No conflict, compliance and approvals

- 6.1 None of any member of the Group is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to

require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other constituent or constitutive documents or its business licence where applicable, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected, or (C) except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, any Laws applicable to it or any of its properties or assets, except where the breach, violation, default or right in the case of clauses (B) and (C) would not, individually or in the aggregate, result in a Material Adverse Change.

- 6.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the publication of the Hong Kong Prospectus, the listing of the H Shares on the Stock Exchange, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of any member of the Group pursuant to (A) the articles of association or other constituent or constitutive documents or the business licence of any member of the Group, where applicable, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any member of the Group is a party or by which any member of the Group is bound or any of its properties or assets may be bound or affected, or (C) except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, any Laws applicable to any member of the Group or any of its properties or assets, except where the breach, violation, default or right in the case of clauses (B) and (C) would not, individually or in the aggregate, result in a Material Adverse Change.
- 6.3 All governmental authorizations from any Authority required for the Offer Shares under the Global Offering have been obtained and approval in principle has been obtained from the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange and such approval has not been revoked, suspended or modified.
- 6.4 Except for the final approval from the Stock Exchange for the listing of and permission to deal in the H Shares on the Main Board of the Stock Exchange and the requisite registration with the Registrar of Companies in Hong Kong, all Approvals and Filings (including approval from the CSRC of the filing in relation to the Listing dated September 25, 2025 (the “**CSRC Approval**”)) under any Laws applicable to, or from or with any Authority having jurisdiction over, Company or any of the other members of the Group 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, the execution or delivery by the Company of this Agreement, the International Underwriting Agreement or the Operative Documents or the performance by the Company of its obligations hereunder or thereunder or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement or the Operative Documents, 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. No event has occurred, and no circumstance exists, which could prevent any member of the Group from obtaining or making any such Approvals and Filings so disclosed as not having been made or obtained.

- 6.5 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.
- 6.6 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 in all material respects.
- 6.7 *[Reserved]*.
- 6.8 Except as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (A) no person has the right, contractual or otherwise, to cause the Company to issue or sell to it any Shares or any securities of the Company; (B) no person has any pre-emptive rights, resale rights, rights of first refusal or other rights to purchase any Shares or any other securities of the Company; (C) no person has 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 (other than the Underwriters); and (D) no person has the right, contractual or otherwise, to cause the Company to include any Shares or any other securities 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 Operative Documents and all related arrangements, in so far as they are the responsibility of the Company, have been carried out in accordance with all applicable Laws and regulatory requirements in Hong Kong and elsewhere.
- 6.9 Except as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (A) except for matters which would not, individually or in the aggregate, result in a Material Adverse Change, the Company and other members of the Group (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto, and (ii) where applicable and to the extent required, have each obtained or made and holds and is in compliance with all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of the other members of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to own, lease, license and use its properties and assets and conduct its businesses and operations as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; (B) all such Approvals and Filings do not contain burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; (C) all such Approvals and Filings are valid and in full force and effect, and none of the Company and the other members of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings, and there are no facts or circumstances existing or that, to the best knowledge of the Company after due and careful inquiry, have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing

Approvals and Filings, or any requirements for additional Approvals and Filings which could prevent, restrict or hinder the operations of any member of the Group or cause any member of the Group to incur additional expenditures, except where such revocation, cancellation, suspension, modification or expenditure would not, individually or in the aggregate, result in a Material Adverse Change; and (D) no Authorities, in its inspection, examination or audit of any member of the Group have reported findings or imposed penalties that have resulted or could reasonably be expected to result, individually or in the aggregate, a Material Adverse Change; and, with respect to any such inspection, examination or audit and to the extent applicable, all findings have been properly rectified in all material respects, all penalties have been paid and all recommendations have been adopted in all material respects.

- 6.10 (A) The statements set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular in the section headed “Future Plans and Use of Proceeds” do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and (B) all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company and any other member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, will be obtained when required, have been obtained or made, except as otherwise disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, and, to the best knowledge of the Company after due and careful inquiry, no event has occurred, and no circumstance exists, which could prevent the Company or any other member of the Group from obtaining or making any such Approvals and Filings so disclosed as not having been made or obtained, where applicable; 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, the PHIP and the Preliminary Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of any member of the Group pursuant to (i) the articles of association or other constituent or constitutive documents or the business licence of any member of the Group, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which the Company or any other member of the Group is a party or by which the Company or any other member of the Group is bound or any of their respective properties or assets may be bound or affected, or (iii) any Laws applicable to the Company or any other member of the Group or any of its properties or assets, except where the breach, violation, default or right in the case of clauses (ii) and (iii) would not, individually or in the aggregate, result in a Material Adverse Change.

7 Accounts and other financial information

- 7.1 The Reporting Accountants, who have audited or reviewed the audited and unaudited consolidated financial statements and unaudited financial information of the Group is included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular and, are independent public accountants as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.

- 7.2 (A) The audited consolidated financial statements (and the notes thereto) of the Group included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular give a true, complete and fair view of the consolidated financial position of the Company and the Group as of the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Company and the Group 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 each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Company included therein; (C) the unaudited pro forma adjusted consolidated net tangible assets and the unaudited pro forma adjusted net tangible assets attributable to owners of the Company per share (and the notes thereto) included in each of the Hong Kong Public Offering Documents, the PHIP 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 bases set out in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular and are presented consistently with the relevant accounting principles adopted by the Company; the assumptions used in the preparation of such unaudited pro forma adjusted consolidated net tangible assets and the unaudited pro forma adjusted net tangible assets attributable to owners of the Company per share (and the notes thereto) are reasonable and are disclosed therein, and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma adjusted consolidated net tangible assets and the unaudited pro forma adjusted net tangible assets attributable to owners of the Company per share (and the notes thereto); (D) there are no financial statements (historical or pro forma) that are required (including, without limitation, by the Listing Rules) to be included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular that are not included as required; (E) the Group does not have any material liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations), not described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; and (F) to the Company's best knowledge after due and careful inquiry, there is no arrangement, circumstance, event condition or development that could result in a restatement of any financial information disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.
- 7.3 (A) The prospective information included in the profit forecast as set forth in the board memorandum of profit forecast for the year ending December 31, 2025 (the “**Profit Forecast Memorandum**”) and working capital forecast for the year ending December 31, 2025 and December 31, 2026 (the “**Cash Flow Forecast Memorandum**”, together with the Profit Forecast Memorandum, the “**Forecast Memoranda**”) (collectively, the “**Prospective Financial Information**”) have been prepared by the Company after due and proper consideration, and represents reasonable and fair expectations honestly held based on facts known to the Company and has been prepared on the bases and assumptions stated in each of the Hong Kong Public Offering Documents, the PHIP, the Preliminary Offering Circular and the Forecast Memoranda, as the case may be, and in accordance with the Company's accounting policies described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular consistently applied; (B) the bases and assumptions used in the preparation of the Prospective

Financial Information (i) are all those that the Company believes are significant in making the profit forecast of the Group for the year ending December 31, 2025 and estimating the capital expenditures of the Company in the following year of the Global Offering and the projected working capital of the Company for the year ending December 31, 2025 and December 31, 2026, as applicable, and (ii) reflect, for each relevant period, a fair and reasonable estimate or 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 the Forecast Memoranda; and the working capital sufficiency statement set forth in the section of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed “Financial Information — Liquidity and Capital Resources” has been prepared after due and proper consideration, and represent reasonable and fair expectations honestly held by the Directors of the Company.

- 7.4 The unaudited (but reviewed) consolidated statement of profit or loss and other comprehensive income, statement of changes in equity and statement of cash flows of the Group for the nine months ended September 30, 2025 (A) have been reviewed by the Reporting Accountants, whose review report thereon is included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (B) have been prepared in conformity with IFRS Accounting Standards applied on a consistent basis throughout the interim period involved, (C) have been compiled on a basis consistent with the audited consolidated financial statements of the Company included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (D) present all the transactions entered into by the Company or any of the Subsidiaries or to which the Company or any of the Subsidiaries was a party during the period involved in accordance with IAS 34, (E) reflect normal recurring adjustments which are necessary for a fair presentation of the consolidated results of operations of the Company and the Subsidiaries for the period involved and (F) present the consolidated results of operations, cash flows and changes in shareholders’ equity of the Company and the Subsidiaries for the period involved in accordance with IAS 34; and there has been no change in the share capital, or increase in property, plant and equipment, or increase in right-of-use assets, or increase in other intangible assets, or increase in inventories, or increase in trade and bills receivables, or decrease in cash and cash equivalents, or increase in interest-bearing bank borrowings, or increase in total current liabilities, or decrease in net current asset of the Group as of September 30, 2025 as compared to amounts shown in the latest audited consolidated statements of financial position of the Group as of June 30, 2025 included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.
- 7.5 The unaudited consolidated management financial information of the Group as of September 30, 2025, and for the period from January 1, 2025 to September 30, 2025 and other accounting records of the Group (A) have been properly written up in accordance with IAS 34, all the transactions entered into by the Company or any of the Subsidiaries or to which the Company or any of the Subsidiaries was a party during the period from January 1, 2025 to September 30, 2025, (B) contain no material respects have not been prepared in accordance with IAS 34, and (C) present the financial position, in accordance with IAS 34, of the Company and the Subsidiaries as of September 30, 2025 and the results of operations of the Company and the Subsidiaries for the period from January 1, 2025 to September 30, 2025; and as of September 30, 2025 there were no changes in share capital of the Group, or increase in property, plant and equipment, or increase in right-of-use assets, or increase in other intangible assets, or increase in inventories, or increase in trade and bills receivables, or decrease in cash and cash equivalents, or increase in interest-bearing bank

borrowings, or increase in total current liabilities, or decrease in net current assets of the Group as compared with the corresponding amounts as of June 30, 2025 .

- 7.6 The statements set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular in the sections headed “Financial Information –Material Accounting Policies and Estimates” and “Appendix I – Accountants’ Report” do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading (A) accounting policies which the Company believes are the most material to the portrayal of the Company’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 different amounts would be reported under different conditions or using different assumptions; the board of directors, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Reporting Accountants with regard to such selection, application and disclosure.
- 7.7 *[Reserved]*
- 7.8 The statements set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular in the section headed “Summary – Recent Development And No Material Adverse Change” do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. Each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular accurately and fairly describes (A) all trends, developments, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that could reasonably be expected to affect the business operations or the financial and trading position of the Group, and there are no other material developments or matters associated with the business operations or the financial and trading position of the Group that occurred since June 30, 2025 which have not been disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (B) all indebtedness (actual or contingent) of the Group, and (C) all off balance sheet transactions, arrangements, obligations and liabilities, direct or contingent, if any; the Group does not have any relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by any member of 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 of any member of the Group or the availability thereof or the requirements of the Group for capital resources.
- 7.9 The Profit Forecast Memorandum has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering, has been prepared after due and careful enquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable and (A) all statements of fact in the Profit Forecast Memorandum do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, (B) all expressions of opinion contained in the Profit Forecast Memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported including, without limitation, that all approvals required for the recognition of reserves in accordance with the Company’s accounting policies at the time envisaged by such memorandum will be received; and (C) there are no other facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum..

- 7.10 The Cash Flow Forecast Memorandum has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering, has been prepared after due and careful enquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable and (A) all statements of fact in the Cash Flow Forecast Memorandum do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; (B) all expressions of opinion contained in the Cash Flow Forecast Memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) there are no other facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Cash Flow Forecast Memorandum..
- 7.11 (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within their best knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountants; (B) no material information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and the factual contents of such information are complete, true and accurate in all material respects, and there is no other information which has not been provided the result of which would make the information so received misleading; and (C) no material information was withheld from the Reporting Accountants or the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters or the Capital Market Intermediaries for the purposes of their review of the unaudited pro forma adjusted consolidated net tangible assets and all other pro forma financial statements, information or data, if any, of the Company included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular or their review of the Company's profit forecast, cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.
- 7.12 All historical financial information contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular (other than in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus) has been either correctly extracted from the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus or is derived from the relevant accounting records of the Company and the Group which the Company in good faith believes are reliable and accurate in all material respects, and are a fair presentation of the data purported to be shown.

8 Indebtedness and material obligations

- 8.1 Except otherwise disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (A) no member of the Group 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, and hire

purchase commitments, or any mortgage or charge or any material guarantee or other contingent liabilities, (B) no material outstanding indebtedness of any member of the Group has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of such member of the Group, (C) no person to whom any indebtedness of any member of the Group that is repayable on demand is owed has demanded or, to the best knowledge of the Company after due and careful inquiry, threatened to demand repayment of, or to take steps to enforce any security for, the same, (D) to the Company's best knowledge after due and careful inquiry, no circumstance has arisen such that any person is now entitled to require payment of any indebtedness of any member of the Group or under any guarantee of any liability of any member of the Group by reason of default of such member of Group or any other person or under any guarantee given by any member of the Group, (E) there are no outstanding guarantees or contingent payment obligations of any member of the Group in respect of indebtedness of any party that is not a member of the Group, except where any such outstanding guarantees or contingent payment obligations would not result in, individually or in the aggregate, a Material Adverse Change, and (F) no member of the Group has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent.

- 8.2 (A) The amounts borrowed by each member of the Group do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or its business licence or in any debenture or other deed or document binding upon it; (B) no member of the Group has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its audited consolidated accounts; (C) with respect to each of the borrowing facilities of any member of the Group, (i) such borrowing facility has been duly authorised, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown, and (iii) no event has occurred, and, to the best knowledge of the Company after due and careful inquiry, no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) no event has occurred, and, to the best knowledge of the Company after due and careful inquiry, no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or granted to or committed to be granted or pledged to the Company or any of the other members of the Group from or by any Authority in consequence of which the Company or any of the other members of the Group is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.
- 8.3 As at the date of this Agreement, the Group taken as a whole is Solvent. As used herein, the term **"Solvent"** means, with respect to an entity, on a particular date, that on such date (A) the fair market value of the assets of such entity is greater than the total amount of liabilities (including contingent liabilities) of such entity, (B) the present fair saleable value of the assets of the entity is greater than the amount that will be required to pay the probable liabilities of such entity on its debt as they become absolute and mature, the entity is able to realize upon its assets and pay its debts and other liabilities (including contingent obligations) as they mature, and (C) the entity does not have unreasonably small capital.
- 8.4 Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, neither the Company nor any other members of the Group has entered into any hedging transactions in relation to interest rate, foreign exchange or liquidity risk, except where any such hedging transaction would not result in, individually or in the aggregate, a

Material Adverse Change, at and as at the date of this Agreement, the Hong Kong Prospectus Date and at all other time when the Warranties are repeated pursuant to this Agreement.

9 Subsequent events

- 9.1 Except as otherwise disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, no member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to the Group taken as a whole, (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation that is material to the Group taken as a whole, (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Group taken as a whole, (D) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of business, that is material to the Group taken as a whole, (E) purchased or reduced, or agreed to purchase or reduce, its capital stock of any class, (F) other than in the ordinary course of business, made any sale or transfer of any material tangible or intangible asset, any mortgage or pledge or the creation of any security interest, lien, or Encumbrance on any such asset, or any lease of property, including equipment, other than tax liens with respect to taxes not yet due and statutory right of customers (if any) in inventory and other assets, (G) declared, made or paid any dividend or distribution of any kind on its capital stock of any class, 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.
- 9.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (A) no member of the Group has sustained any loss or interference with its business from fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labour dispute or any action, order or decree of any Authority, except for matters which would not, individually or in the aggregate, result in a Material Adverse Change; (B) each member of the Group 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 has not entered into any material contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature; (C) each member of the Group has continued to pay its creditors in the ordinary course of business and on arms' length terms; and (D) there has been no Material Adverse Change in the relations of the Group's business with its suppliers, licensors or lenders or the financial condition or the position, results of operations, prospects, assets or liabilities of the said business or of the Group as a whole as compared with the position, disclosed by the last audited accounts and there has been no damage, destruction or loss (whether or not covered by insurance) materially adversely affecting the said business or the assets or properties of the Group as a whole.

9.3 *[Reserved]*

- 9.4 Except as otherwise disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, there has been no Material Adverse Change in share capital, or decreases in cash and cash equivalents of the Group as of (i) the date of this Agreement, (ii) the date of the Hong Kong Prospectus; (iii) the Price Determination Date; (iv) the Listing Date; or (v) settlement date for the Over-allotment Option Shares, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Group included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; and (B) there has been no Material Adverse Change in revenue or gross profit of the Group during the period from the date of the latest audited consolidated income statement of the Group to (i) the date of this Agreement, (ii) the date of the Hong Kong Prospectus; (iii) the Price Determination Date; (iv) the Listing Date; or (v) the settlement date for the Over-allotment Option Shares, as applicable, in each case as compared to the corresponding period in the preceding year.

10 Assets and business

- 10.1 Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (A) Each of the Company and the other members of the Group 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 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 Encumbrances and defects, except such as would not, and would not reasonably be expected to, individually or in the aggregate, (i) adversely affect the value of such property or asset; (ii) interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable, or adversely limit, restrict or otherwise affect the ability of the relevant member of the Group to utilize, improve, develop or redevelop such property or asset or (iii) result in a Material Adverse Change; (B) Each real property or building or personal property or asset, as applicable, held under lease by the Company or any of the other members of the Group is held by it under a lease in full force and effect that has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, with such exceptions as would not, and would not reasonably be expected to, individually or in the aggregate, interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable; no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or, to the best knowledge of the Company after due and careful inquiry, is likely to occur under any of such leases; no member of the Group is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (i) may be materially adverse to the rights or interests of such member of the Group under such lease, tenancy or license or (ii) which may materially affect the rights of such member of the Group to the continued possession or use of such leased or licensed property or other asset; the right of each member of the Group to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; if the Company or any other member of the Group, as the case may be, is a lessor under any such lease, the Company or any other member of the

Group, as the case may be, has valid title to, or unfettered ability to grant, and has granted, valid leasehold interests in (and upon the terms and conditions stated therein) the real property or building or personal property or asset, as applicable, that is the subject of such lease; (C) 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 owned, leased or licensed property or other asset by any member of the Group, which is material to the Group as a whole; (D) the use of all properties owned or leased by the Company or the relevant members of the Group is in accordance with all applicable Laws and the use of any premises occupied by the Company and/or any of the other members of the Group is in accordance with the terms provided for in the lease, tenancy, license, concession or agreement of whatsoever nature relating to such occupation, except where failure of which would not, individually or in the aggregate, result in a Material Adverse Change; (E) neither the Company nor any of the other members of the Group 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 to the Group as whole, except as reflected in the audited consolidated financial statements of the Group included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, and no other real properties or buildings and personal properties or assets are necessary in order for the Company and the other members of the Group to carry on the business of the Company and the other members of the Group in the manner described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, except as disclosed therein; and (G) each of the Company and the other members of the Group does not have any material existing or contingent liabilities in respect of any real properties previously occupied by it or in which it has owned or held any interests.

- 10.2 The description of the assets and properties of the Group contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular is true and accurate in all material respects and not misleading.
- 10.3 The Company and any other members of the Group have valid title to all inventory to the extent owned by the Company and any other members of the Group used in its business free from any liens, mortgages, charges, encumbrances or other third party rights (other than any lien or other encumbrance arising by operation of law in the ordinary or usual course of business and without fault on the part of the licensor or encumbrancer) and the inventory is of normal merchantable quality and capable of being sold by the Company and its relevant members of the Group in the ordinary course of business to a purchaser, except for such liens, mortgages, charges, encumbrances or other third party rights which would not, or could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change.
- 10.4 (A) The Company and the other members of the Group own free of Encumbrances, or have obtained (or can obtain on reasonable terms) licences for, or other rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular as being owned or licensed or used by them and such rights and licenses held by each member of the Group in any Intellectual Property comprises all the rights and licenses that are necessary for the conduct of, or material to, their respective businesses as currently conducted; (B) each agreement pursuant to which the Company or any other member of the Group has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the other members of the Group have in all material respects 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 fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (C) to the best knowledge of the Company after due and careful inquiry, there is no threatened or pending action, suit, proceeding, or claim to the contrary or any challenge by any other person to the rights of any of the Company or any of the other members of the Group challenging the validity, enforceability or scope of any Intellectual Property, and, to the best knowledge of the Company after due and careful inquiry, there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; to the best knowledge of the Company after due and careful inquiry, there are no third parties who have or will be able to establish rights to any Intellectual Property; to the best knowledge of the Company after due and careful inquiry, there is no infringement by third parties of any Intellectual Property; (D) none of the Company nor any of the other members of the Group has infringed or is infringing the intellectual property of a third party, and none of the Company nor any of the other members of the Group has received notice of a claim by a third party to the contrary nor, to the best knowledge of the Company after due and careful inquiry, are there any facts which could form a reasonable basis for any such claim, except where such infringement or receipt of notice would not, individually or in the aggregate, result in a Material Adverse Change; (E) there is no pending or, to the best knowledge of the Company after due and careful inquiry threatened action, suit, proceeding or claim by others that the Company or any other member of the Group infringes or otherwise violates or would as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, if any, infringe or violate, any patent, trade or service mark, trade or service name, service name, copyright, trade secret or other proprietary rights of others, and, to the best knowledge of the Company after due and careful inquiry, there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (F) there is no prior act, disclosure, publication or commercial activity that may render any patent or patent application within the Intellectual Property unpatentable, unenforceable or invalid that has not been disclosed to any Authority in the PRC (or any relevant jurisdiction) having jurisdiction over intellectual property matters, except where such issues would not, individually or in the aggregate, result in a Material Adverse Change; (G) the Intellectual Property is valid and subsisting, and none of such Intellectual Property has been adjudged invalid or unenforceable, in whole or in part, except where such issues would not, individually or in the aggregate, result in a Material Adverse Change; (H) the Company and the other members of the Group have taken reasonable steps in accordance with customary industry practice to maintain the confidentiality of the Intellectual Property, including trade secrets, the value of which to the Company or any other member of the Group is contingent upon maintaining the confidentiality thereof, and there has not been any unauthorized disclosure of the same; (I) the Company and the other members of the Group have taken reasonable steps necessary to secure the interests of the Company or any of the other members in the Group Intellectual Property purported to be owned by the Company or any of the other members in the Group from any employees, consultants, agents or contractors that developed (in whole or in part) such Intellectual Property; (J) none of the technology employed by the Company or any of the other members of the Group has been obtained or is being used by the Company or any of the other members of the Group in violation of any contractual obligation binding on the Company or any of the other members of the Group or, upon any officers, directors or employees of the Company or any of the other members of the Group, except where such violation would not, individually or in the aggregate, result in a Material Adverse Change; and (K) the products proposed or described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, if any, as under development by the Company or any other member of the Group fall within the scope of the claims of one or more patents or patent applications owned by, or exclusively

licensed to, the Company or any other member of the Group, except where failure of which would not, individually or in the aggregate, result in a Material Adverse Change;.

- 10.5 The statements as set forth in the section of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed “Business – Intellectual Properties” are true and accurate in all material respects and not misleading.
- 10.6 (A) All information technology assets and equipment, computer systems, technology platforms, communications systems, networks, websites, applications, databases, software and hardware which are currently owned, licensed or used by the Company or any other member of the Group (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 and the other members of the Group as currently conducted or as proposed to be conducted; (B) the Company and the other members of the Group either legally and beneficially own, or have obtained licences for, or other rights to use, all of the Information Technology, except where such lack of ownership or license would not, individually or in the aggregate, result in a Material Adverse Change; (C) each agreement pursuant to which the Company or any other member of the Group has obtained licences for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, the Company and the other members of the Group have in all material respects 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 fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or, to the best knowledge of the Company after due and careful inquiry, is likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Company and the other members of the Group are maintained and operated by the Company and the other members of the Group and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the other members of the Group, except where such lack of record or system would not, individually or in the aggregate, result in a Material Adverse Change; (E) in the event that the persons providing maintenance or support services for the Company and the other members of the Group with respect to the Information Technology cease or are unable to do so, the Company and the other members of the Group have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (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 and the other members of the Group; (G) each member of the Group has in place procedures to prevent unauthorised 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, except where such lack of procedures or copies would not, individually or in the aggregate, result in a Material Adverse Change; (H) each member of the Group has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without disruption to the business of the relevant member of the Group, except where such lack of policies or arrangements would not, individually or in the aggregate, result in a Material Adverse Change; (I) each member of the Group has complied and is currently in compliance with, its privacy policies and third-party obligations (imposed by applicable law, contract or otherwise) regarding the collection, use, transfer, storage, protection, disposal and disclosure by the Group of personally identifiable information; (J) there has been no security breach or attack or other compromise of or relating to the Company’s or the other members of the Information Technology systems, except where any such incidents would not, individually or in the

aggregate, result in a Material Adverse Change; and (K) the Group have implemented and maintained commercially reasonable controls, policies, procedures and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data used in connection with their respective businesses and/or the Global Offering, 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 (“**Personal Data**”)), and there have been no breaches, violations, outages or unauthorized uses of or accesses to same.

11 Compliance with employment and labour Laws

- 11.1 Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, each of the Company and the other members of the Group is in compliance with the labour and employment Laws and collective bargaining agreements and extension orders applicable to their employees in the jurisdiction of its incorporation, registration or organization in all material respects.
- 11.2 Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular or as required by applicable Laws, (A) no member of the Group has any obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; (B) where any member of the Group participates in, or has participated in, or is liable to contribute to any such schemes, the Group has complied in all material respects with the requirements to make contributions to such schemes in accordance with the terms thereof and does not have any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws, except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular; where there are such material outstanding payment obligations or unsatisfied liabilities (the details of which have been disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular), the Group has set aside sufficient funds to satisfy such obligations or liabilities; (C) there are no material amounts owing or promised to any present or former directors, supervisors, employees or consultants of any member of the Group other than remuneration accrued, due or for reimbursement of business expenses; (D) no directors or senior management of any member of the Group have given or been given notice terminating their contracts of employment; there are no proposals to terminate the employment or consultancy of any directors of any member of the Group or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (E) no member of the Group has any material outstanding undischarged liability to pay to any Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, supervisors, key employees or consultants by them; (F) no liability has been incurred by any member of the Group for breach of any director’s, supervisor’s, employee’s or consultant’s contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, supervisor, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director, supervisor or consultant of any member of the Group, where any such liability would result in or could reasonably be expected to result in, individually or in the aggregate, a Material Adverse Change; (G) neither the Company nor any other member of the Group has any redundancy plans with respect to its

employees which are to be implemented in the three years following the date hereof, except where any such redundancy plans would not, individually or in the aggregate, result in a Material Adverse Change; and each of the pension schemes of the Company and any other member of the Group complies with and has been operated in accordance with all applicable laws and regulations and the rules of the relevant scheme in all material respects.

- 11.3 All contracts of service or contracts for services, and consultancy agreements in relation to the employment of the Group's directors, supervisors and employees are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the relevant member of the Group and the subsisting contracts of service to which any member of the Group is a party are legal, valid, binding and enforceable (except for provisions in restraint of trade which may be subject to unfavourable judicial interpretation) and are determinable at any time on reasonable notice without compensation (except for statutory compensation or as provided in the articles of association of the Company) and there are no material claims pending or, to the best knowledge of the Company after due and careful inquiry, threatened or capable of arising against the relevant member of the Group, brought by the directors, supervisors or the senior managers or the employees of the Company, in respect of any accident or injury not fully covered by insurance; each member of the Group has, in relation to its respective directors, supervisors, employees or consultants (and so far as relevant, to each of its respective former directors, supervisors, employees or consultants), complied in all material respects with all terms and conditions of such directors', supervisors', employees' or consultants' (or former directors', supervisors', employees' or consultants') contracts of employment or consultancy.
- 11.4 Except for matters which would not, individually or in the aggregate, result in a Material Adverse Change, there is (i) no dispute with the directors, supervisors, or employees of the Company or any other member of the Group and no strike, labour dispute, slowdown or stoppage or other conflict with the directors, supervisors, or employees of any member of the Group pending or, to the best knowledge of the Company after due and careful inquiry, threatened against any member of the Group, (ii) no union representation dispute currently existing concerning the employees of any member of the Group, and (iii) to the best knowledge of the Company after due and careful inquiry, no existing, imminent or threatened labour disturbance by the employees of any of the principal suppliers or contractors of any member of the Group.

12 Cybersecurity, Data Protection and State Secrets

- 12.1 (A) Each of the Company and the other members of the Group has in all material respects complied with all applicable cybersecurity, data protection and privacy, confidentiality and archive administration Laws (collectively, the "**Data Protection Laws**"); (B) neither the Company nor any other members of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data protection, data privacy, confidentiality or archive administration 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 nor have the Company and any other members of the Group been required by applicable Data Protection Laws or contract to notify in writing, any person or entity of any breach of applicable Data Protection Laws or information security-related incident, where any such notice, letter, complaint or allegation would result in, individually or in the aggregate, a Material Adverse Change; (C) neither the Company nor any other member of the Group has received any claim for compensation from any person in respect of its business under the applicable Data Protection Laws in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data in the

previous two years and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data, where any such claim or order would result in, individually or in the aggregate, a Material Adverse Change; and (D) no warrant has been issued authorizing the cybersecurity, data protection, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company nor any other member of the Group for the purposes of, *inter alia*, searching them or seizing any documents or other material found there.

12.2 ***[Reserved]***.

12.3 The Company and the other members of the Group have not experienced a material information security incident that has compromised the Personal Data stored on the Information Technology, and there has been no material loss, damage, or unauthorized access, disclosure, use, or breach of security of the Information Technology or any information in the possession, custody, or control, or otherwise held or processed on behalf of the Company and other members of the Group.

12.4 (A) Neither the Company nor any other member of the Group is, or is expected to be classified as, a critical information infrastructure operator in the PRC under the Cybersecurity Law of the PRC; (B) neither the Company nor any other member of the Group is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration or any cybersecurity review by the Cyberspace Administration of the PRC (the “CAC”) , the CSRC, or other relevant Authorities, or is a party to or affected by any pending or, to the best knowledge of the Company after due and careful inquiry, threatened action, suit, or proceeding or claim involving the CAC or is bound by any judgment, decree or order in each case relating to cybersecurity, data privacy, confidentiality or archive administration, or any alleged violation of any Data Protection Laws, or prohibiting the transfer of data to a place outside the relevant jurisdiction or any cybersecurity review by the CAC, the CSRC, or any applicable Authority, where any such investigation, inquiry, sanction, review, action, suit, claim, proceeding, judgement, decree or order would result in, individually or in the aggregate, a Material Adverse Change; (C) neither the Company nor any other member of the Group has received any communication, inquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or other relevant Authorities or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules) where any such communication, inquiry, notice, warning or sanctions would result in, individually or in the aggregate, a Material Adverse Change; (F) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the CAC, the CSRC or other relevant Authorities on the Company or any other member of the Group or any of their respective directors, supervisors, officers and employees, where any such investigation, inquiry or sanction would result in, individually or in the aggregate, a Material Adverse Change; (G) the Company and other members of the Group are not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any other member of the Group or any of their respective directors, supervisors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules), where any such actions, suits, claims, demands, investigations, judgments, awards or proceedings would result in, individually or in the aggregate, a Material Adverse Change; and (H) none of the Company and any other member of the Group has received any objection to the Global Offering or the transactions contemplated under this Agreement from the CSRC, CAC or any other relevant Authority.

- 12.5 (A) The Company and each of the other members of the Group do not involve and have not involved any state secrets under PRC Laws; (B) neither the Company nor any other members of the Group has been informed or investigated by any party, and there is no reason to believe, that any of its specific information or access, usage or storage of specific information or business operations are subject to any state secrets Laws of the PRC; and (C) the Company has provided the Joint Sponsors, the Overall Coordinators, the Underwriters and the Reporting Accountants with full and unrestricted access to all books and records and other information which are necessary for them to perform their respective roles and obligations in relation to the Company's listing of H Shares on the Stock Exchange.

13 Compliance with environmental Laws

- 13.1 The Company and the other members of the Group and their respective properties, assets and operations are in compliance with in all material respects, and each of the Company and the other members of the Group has obtained or made and holds and is in compliance with all Approvals and Filings required, except where the lack of such Approvals and Filings would not, individually or in the aggregate, result in a Material Adverse Change, under, any and all applicable Environmental Laws (as defined below); there are no past, present or, to the best knowledge of the Company after due and careful inquiry, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to any member of the Group under, or to interfere with or prevent compliance by any member of the Group with, Environmental Laws; no member of the Group is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or, to the best knowledge of the Company after due and careful inquiry, threatened action, suit, proceeding or claim, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or, to the best knowledge of the Company after due and careful inquiry, threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used herein, "**Environmental Laws**" 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), natural resources or Hazardous Materials (including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and "**Hazardous Materials**" means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law).
- 13.2 In the ordinary course of its business, the Company and the other members of the Group conduct periodic reviews of the effect of Environmental Laws on their respective businesses, operations, properties and assets, in the course of which they identify and evaluate associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any 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 reasonably be expected to, result in a Material Adverse Change.

14 Insurance

- 14.1 The Company and each of the other members of the Group maintain insurance in such amounts and covering such risks as are prudent and customary in the markets and generally maintained by companies of established repute engaged in the same or similar business, except for, in either case, the lack of such insurance, would not, individually or in the aggregate, result in a Material Adverse Change, and all such insurance is in full force and effect on the date hereof and will be fully in force at all other times when the Warranties are repeated pursuant to this Agreement; (A) 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 the other members of the Group, except where failure of performance by the Company would not, individually or in the aggregate, result in a Material Adverse Change; (B) the Company and the other members of the Group are in compliance with the terms of all such insurance in all material respects and there are no claims by the Company or any of the other members of the Group 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 any of the other members of the Group 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 any of the other members of the Group has been refused any insurance coverage sought or applied for and there are no circumstances likely to give rise to such refusal, except such as would not, individually or in the aggregate, result in a Material Adverse Change; none of the Group's policies of insurance are subject to any special or unusual terms or restrictions or to the payment of any premium which has been significantly increased as a result of claims history, except such as would not, individually or in the aggregate, result in a Material Adverse Change.
- 14.2 The description of the Group's insurance coverage contained in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular is true, accurate in all material respects and not misleading.

15 Internal control

- 15.1 The Group has established and maintains and evaluates a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorisation, (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to governmental 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 authorisation, (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 the other members of the Group 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 are able to make a proper assessment of the financial position, results of operations and prospects of the Company and the other members of the Group, 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 the other members of the Group have been in operation for at least two years during which neither the Company nor any of the other members of the Group has experienced any material difficulties with regard to clauses (A) through (G) above; there are no material weaknesses or deficiencies in

the internal controls of the Group and no changes in the internal controls of the Company and members of the Group or other factors that have adversely affected, or could reasonably be expected to adversely affect, the internal controls of the Company and the other members of the Group.

- 15.2 The Group 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 any other member of the Group is made known in a timely manner to the Company's board of Directors and management by others within those entities, and (B) the Company and its Board comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the PRC Companies Law and any other applicable Laws, including, without limitation, the requirements of the Listing Rules and the Securities and Futures Ordinance on disclosure of inside information (as defined and required in the Securities and Futures Ordinance) or price sensitive 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 or price sensitive information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable Laws and they are effective to perform the functions for which they are established, the implementation of which is properly monitored).
- 15.3 Any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant in connection with the Global Offering have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to, individually or in the aggregate, materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.
- 15.4 The statutory books, books of account and other records of whatsoever kind of each member of the Group are in the proper possession, up-to-date and contain complete and accurate records as required by applicable Laws in such books in all material respects and no notice or allegation on the accuracy and rectification has been received; all accounts, documents and returns required by applicable Laws to be prepared, delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other Authority in any jurisdiction have been duly and correctly prepared, delivered or made.

16 Compliance with bribery, money laundering and sanctions Laws

- 16.1 Each member of the Group and their respective directors, supervisors, officers, and to the Company's best knowledge after due and careful enquiry, agents, representatives, affiliates and employees has not (A) used any funds for any unlawful contribution, gift, entertainment or other

unlawful expense relating to political activity; (B) 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, to any **“government official”** (including any officer or employee of a government or any department, agency, or instrumentality thereof, or government-owned or controlled entity, or of a public international organization, any member of a royal or ruling family, or any person acting in an official capacity for or on behalf of any of the foregoing, or immediate family members and close associates of all parties mentioned above), political party, party official or candidate for political office in Hong Kong, the PRC, the United States or any other applicable jurisdiction to influence official action or secure an improper advantage; (C) made or authorized any contribution, payment or gift of funds or property to any government official, political party, party official, a government or government-owned or controlled entity or a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any person acting in an official capacity for or on behalf of any of the foregoing, or candidate for public office in Hong Kong, the PRC, the United States, or any other applicable jurisdiction of incorporation and where the Group conducts business, 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 Laws of any relevant governmental authority of any locality, including but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder (the **“FCPA”**) or (D) made, offered, agreed, requested, or taken an act in furtherance of, 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 or any other member of the Group, as applicable; the Company and each of the other members of the Group and their respective directors, supervisors, officers, agents, representatives, affiliates and employees have conducted their businesses 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 relevant provisions of the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Provisional Regulations on Anti- Commercial Bribery of the PRC, the FCPA, the United Kingdom Bribery Act of 2010, as amended, and any other applicable law, regulation, order, decree or directive having the force of law and relating to bribery or corruption (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 all applicable Anti-Bribery Laws and with the representation and warranty contained herein; to the Company’s best knowledge after due and careful enquiry, none of the Company, any other members of the Group, any director, supervisor, officer or, any employee of the Group, or any agent, affiliate or other person or acting on behalf of the Group engaged in any activity or conduct that has violated, would violate or is in violation of any provision of the Anti-Bribery Laws.

- 16.2 Each member of the Group, and their respective directors, supervisor, officers, or, to the Company’s best knowledge after due and careful enquiry, agents, representatives, affiliates and employees are and have conducted their operations at all times in compliance in all material respects with

applicable anti-money laundering and anti-terrorism financing Laws, financial recordkeeping, reporting and 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 Hong Kong, the PRC, the United States and the United Kingdom, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Authority in jurisdictions where the Group conducts business, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (Cap. 615 of the Laws of Hong Kong), the Anti-Money Laundering Law of the PRC, the applicable financial recordkeeping and reporting requirements of the Bank Secrecy Act of 1970, as amended, applicable provisions of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“**USA PATRIOT Act**”), including all amendments thereto and regulations promulgated thereunder, the Money Laundering Control Act of 1986, 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, and other applicable anti-money laundering statutes of all jurisdictions, rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “**Anti-Money Laundering Laws**”) (to the extent applicable to such person), and each member of the Group 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 Authority or any arbitrator involving the Company or any member of the Group with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company after due and careful inquiry, threatened.

- 16.3 None of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the consummation of any other transaction contemplated by this Agreement, the use of proceeds of the Global Offering, or the provision of services contemplated by this Agreement to the Company will result in violation (including, without limitation, by the Underwriters) of any Anti-Bribery Laws, Anti-Money Laundering Laws or Sanctions Laws and Regulations (as defined below)..
- 16.4 (A) None of the Company, any other member of the Group, nor any of their respective director, supervisor or officer, nor, to the Company’s best knowledge after due and careful enquiry, any employee, agent or affiliate or other person acting on their behalf (a) is subject to, or controlled, or is 50% or more owned in the aggregate by any individuals or entities that are currently the subject of, any economic or trade sanctions or restrictive measures enacted, administered or enforced by the United States (including any administered or enforced by the U.S. Export Administration Regulations (“**EAR**”), Office of Foreign Assets Control of the U.S. Department of the Treasury (“**OFAC**”), and the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce (“**BIS**”)), the United Nations Security Council, the European Union, the United Kingdom or any other relevant sanctions authority (collectively, the “**Sanctions**” and such persons, “**Sanctioned Persons**” and each such person, a “**Sanctioned Person**”); (b) is located, organized or resident in a country or territory that is the target of comprehensive Sanctions (including, as of the date hereof, Cuba, Iran, North Korea, and the occupied territories in the Crimea, Kherson and Zaporizhzhia regions and the so-called People’s Republic of Donetsk and People’s Republic of Luhansk) (collectively, the “**Sanctioned Countries**” and each, a “**Sanctioned Country**”); or (c) will, directly or indirectly, use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity, (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner, that could or would

result in a violation of any Sanctions by any individual or entity (including any individual or entity participating in the Global Offering, whether as underwriter, advisor, investor or otherwise); (B) each member of the Group, and their respective directors, supervisor, officers, and, to the Company's best knowledge after due and careful enquiry, agents, representatives, affiliates and employees are in compliance with all Sanctions and neither the Company nor any other member of the Group, nor any of their respective director, supervisor or officer, nor, to the Company's best knowledge after due and careful enquiry, any employee, agent or affiliate or other person acting on behalf of the Company or any other members of the Group has engaged in, or is now engaged in, any dealings or transactions with or for the benefit of a Sanctioned Person or with or in a Sanctioned Country, or any activities that are reasonably likely to result in its designation as a target of Sanctions Laws and Regulations ("**Sanctionable Activities**"). No action, suit, proceeding, investigation or inquiry by or before any Authority or any arbitrator involving the Company or any member of the Group with respect to the Sanctions Laws and Regulations is pending or, to the best knowledge of the Company after due and careful inquiry, threatened; (C) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the International Underwriting Agreement or the Operative Documents, the consummation of any other transaction contemplated hereby and thereby, or the provision of services contemplated by this Agreement, the International Underwriting Agreement or the Operative Documents to the Company will result in a violation (including by any person participating in the sale of the Offer Shares, whether as underwriter, adviser, investor or otherwise) of any of the Sanctions Laws and Regulations; (D) each of the Company and the other members of the Group has instituted and will maintain policies and procedures which are designed to ensure continued compliance with the Sanctions Laws and Regulations in all material respects; (E) each of the Company and the other members of the Group further covenant not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any person (including any person participating in the Global Offering); and (F) for the past ten years, each of the Company and the other members of the Group has not engaged in, is not now engaged in, and will not engage in, any dealings or transactions directly or indirectly with any person, or in any country or territory, that at the time of the dealing or transaction is or was, or whose government is or was, the target of any Sanctions Laws and Regulations or any entity owned or controlled by a person who is the target of the Sanctions Laws and Regulations; as used herein, "**Sanctions Laws and Regulations**" means (i) any economic sanctions or export control laws and regulations administered or enforced by the U.S. government, including, but not limited to, OFAC, BIS or the U.S. Department of State, including, without limitation, the Arms Export Control Act (22 U.S.C. § 1778), the Export Control Reform Act of 2018 (50 U.S.C. §§ 4801-4861), the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130), the Export Administration Regulations (15 C.F.R. Parts 730-774), the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. Countering America's Adversaries Through Sanctions Act, the U.S. United Nations Participation Act, the U.S. Syria Accountability and Lebanese Sovereignty Act, 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 economic sanctions regulations implemented by OFAC (including 31 C.F.R. , Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (ii) any economic sanctions or export control laws and regulations administered or enforced by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), European Union member states, the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Hong Kong Monetary Authority, or other relevant economic sanctions authority or export control authority of any Authority, or any orders or licenses publicly issued under the authority of any of the foregoing.

- 16.5 **Outbound Investment Security Program.** (A) None of the Company or any other members of the Group is a “covered foreign person,” as defined in 31 C.F.R. § 850.209; (B) neither the Company nor any other members of the Group currently engages, or has engaged or has plans to engage, directly or indirectly, in a “covered activity,” as defined in 31C.F.R. 850.208 (“**Covered Activity**”); (C) the Company does not have any joint ventures that engages in or plans to engage in any Covered Activity; (D) none of the Company or any other members of the Group directly or indirectly holds any board seat on, has a voting or equity interest in, or has any contractual power to direct or cause the direction of the management or policies of any person or any persons that engages in or has plans to engage in any Covered Activity; (E) to the best knowledge of the Company after due and careful inquiry, the Global Offering will not result in the establishment of a “covered foreign person” or the engagement by a “person of a country of concern” in a Covered Activity; and none of the Company or any other members of the Group has engaged or has plans to engage, directly or indirectly, any activities, including circumstance described in above clause (A) through (E), which, to the best knowledge of the Company after due and careful inquiry, would cause the performance by any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Legal Managers, the Underwriters and the Capital Market Intermediaries of this Agreement, the International Underwriting Agreement and the Operative Documents in a “covered transaction” (as defined at 31 C.F.R. § 850.210)..
- 16.6 The Group shall institute appropriate compliance systems to reasonably ensure that neither the Company nor any other members of the Group, nor any of their respective director, supervisor, officer, employee, agent, affiliate or other person acting on their behalf, will (i) use, directly or indirectly, any part of the proceeds from the Global Offering, or (ii) lend, contribute or otherwise make available such proceeds (a) to fund or facilitate any activities or business of or with any person that, at the time of such funding or facilitation, is, or whose government is, a Sanctioned Person or the subject of Sanctions Laws and Regulations, (b) to fund or facilitate any money laundering or terrorist financing activities and activities or business of or in any Sanctioned Country, or (c) in any manner that would result in a violation of Anti-Bribery Laws, Anti-Money Laundering Laws and Sanctions Laws and Regulations by any person, including, without limitation, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries and their advisors.
- 17 Experts**
- 17.1 Each of the experts named in the section headed “Appendix VI - Statutory and General Information - Other Information - Qualifications and Consents of Experts” of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest, and has granted its consent to including its report, opinions, letters or certificates (as the case may be) in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular and has not withdrawn its consent.
- 17.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Industry Consultant and any legal or professional advisors for the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects and not misleading) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts after due and careful enquiry

and none of the Company or the Directors disagrees with any aspect of such opinions, reports, letters or certificates; and (B) no material information was withheld from the Reporting Accountants, the Industry Consultant and any legal or professional advisors for the Company, the Joint Sponsors, 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, the PHIP and the Preliminary Offering Circular) and all material information given to each of the foregoing persons for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading.

18 Provision of information

- 18.1 The Company (including, without limitation, their respective affiliates, agents and representatives, and any person acting on their behalf, other than the Underwriters in their capacity as such) (A) has not, without the prior written consent of the Joint Sponsors and the Overall Coordinators, made, used, prepared, authorised, approved or referred to any Supplemental Offering Material and (B) will not, without the prior written consent of the Joint Sponsors and the Overall Coordinators, prepare, make, use, authorise, approve or refer to any Supplemental Offering Material..
- 18.2 None of the Company, any member of the Group, and/or any of their respective substantial shareholders, directors, supervisors, officers, or, to the best knowledge of the Company after due and careful enquiry, employees, affiliates, advisors and/or agents has (whether directly or indirectly, formally or informally, in writing or verbally) provided any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, to any research analyst.

19 Statistical or market data

- 19.1 All statistical or market-related or operational or financial data included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular that come from the Company or any other member of the Group, have been derived or extracted from the records of the Company and the other members of the Group using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects and not misleading; all statistical or market-related data included in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular that come from sources other than the Company or any other member of the Group are based on, derived or extracted from sources described therein which the Company reasonably believes in good faith to be reliable and accurate in all material respects and agree with such sources, and the Company has obtained the consent to use such data from such sources to the extent required.

20 Material contracts

- 20.1 (A) The Company and the other members of the Group are in compliance in all material respects with the terms of the material contracts to which each is a party and (B) neither the Company nor any of the other members of the Group has been informed by any counterparties to its material contracts that the Company or any of the other members of the Group is in breach of any terms thereof, nor have any issues been raised by such counterparties suggesting that the Company or any of the other members of the Group may be in breach of such contracts, except for, the breach would not, individually or in the aggregate, result in a Material Adverse Change.

- 20.2 All contracts or agreements which are required to be disclosed as material contracts in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been or will be 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 or any other members of the Group, nor any other party to any material contract, has sent or received any communication regarding termination of, or intent not to renew, any such material contract, and no such termination or non-renewal has been threatened by the Company or any other members of the Group or, to the best knowledge of the Company after due and careful inquiry, any other party to any such material contract.
- 20.3 Each of the contracts listed as being material contracts in the section of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed “Appendix VI – Statutory and General Information – Further Information About Our Business – Summary of Material Contracts” has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms under applicable or governing Laws. The disclosure of such material contracts in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular is true and accurate and not misleading.
- 20.4 No member of the Group is in breach of or in default nor has any event occurred which, without giving of notice or seeking approval, would result in a default under any loan or credit agreement or other evidence of indebtedness, except for, the breach would not, individually or in the aggregate, result in a Material Adverse Change.
- 20.5 Neither the Company nor any other members of the Group has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm’s length basis in the ordinary and usual course of business (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 or any other members of the Group (as relevant) on six months’ notice or less).
- 20.6 Neither the Company nor any other members of the Group is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction, except where such agreement or arrangement would not, individually or in the aggregate, result in a Material Adverse Change.
- 20.7 There are no relationships or transactions not in the ordinary course of business between the Company or any of the other members of the Group, on one hand, and their respective customers, distributors and suppliers on the other hand.
- 20.8 The Company does not have any reason to believe that any supplier of any member of the Group is considering ceasing to deal with the Company or the other members of the Group or modifying other terms of, its dealings with the Company or the other members of the Group, except where such modification would not, individually or in the aggregate, result in a Material Adverse Change, contrary to the manner disclosed in each of the Hong Kong Public Offering Documents, the PHIP

and the Preliminary Offering Circular or in a manner inconsistent with its past dealings with the Group.

- 20.9 Neither the Company nor any of the other members of the Group is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.
- 20.10 Neither the Company nor any of the other members of the Group 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 any of the other members of the Group 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), except where such agreement or arrangement would not, individually or in the aggregate, result in a Material Adverse Change.
- 20.11 None of the Controlling Shareholders, Directors or their respective associates, either alone or in conjunction with or on behalf of any other person, is interested in any business that is in competition with the business of any member of the Group to the extent that there could be a conflict of interests between the Controlling Shareholders or such Director, as the case may be, or any of his or her or its associates (as the term is defined in the Listing Rules) and the general body of shareholders of the Company, nor is the Controlling Shareholders or any of the Directors 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 either the Company or any other members of the Group. None of the Controlling Shareholders, any of the Director or 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 any other members of the Group which is subsisting on the Listing Date and which is material in relation to the business of the Company or such other member of the Group.

21 Historical Changes

- 21.1 The descriptions of the events, transactions and documents (the “**Historical Changes Documents**”) relating to the transfers and changes in the share capital of the members of the Group (the “**Historical Changes**”) as set forth in the sections of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, respectively, “History, Development and Corporate Structure” and “Appendix VI — Statutory and General Information” are true and accurate in all material respects and not misleading.
- 21.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 21.3 The Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any other member of the Group pursuant to (A) the Articles

of Association or other constituent or constitutive documents or the business licence of the Company or any of the other members of the Group, (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which any of the Company or any of the other members of the Group is a party or by which any of the Company or any of the other members of the Group is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to any of the Company or any of the other members of the Group or any of their respective properties or assets, except in the case of (B) and (C) above, for such breach, violation or default would not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change.

- 21.4 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; all such Approvals and Filings are valid and in full force and effect and none of such Approvals and Filings is subject to any condition precedent which has not been satisfied or performed or other burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular and; no member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings.
- 21.5 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other material documents or agreements, written or oral, that have been entered into by any member of the Group in connection with the Historical Changes which have not been previously provided, or made available, to the Joint Sponsors, the Joint Global Coordinators, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.
- 21.6 There are no actions, suits, proceedings, investigations or inquiries pending or, to the best knowledge of the Company after due and careful inquiry, threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness or validity of the events, transactions and documents relating to the Historical Changes as set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed “History, Development and Corporate Structure”.

22 *[Reserved]*

23 **Connected Transactions**

- 23.1 In respect of the connected transactions (as defined in the Listing Rules) of the Company (the “**Connected Transactions**”) expected to continue after the Listing and disclosed in the section headed “Connected Transactions” in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, (A) the statements set forth in each of the the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular relating to the Connected Transactions are complete, true and accurate in all material respects and there are no

material facts or matters the omission of which would make any such statements, in light of the circumstances under which they were made, misleading, and there are no other Connected Transactions which have not been disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular and; (B) all information (including, without limitation, historical figures) disclosed or made available (or which ought reasonably to have been disclosed or made available) in writing or orally by or on behalf of the Company to the Joint Sponsors, the Overall Coordinators, the Underwriters, the Reporting Accountants, the legal and other professional advisors to the Company, the legal and other professional advisors to the Underwriters, the Stock Exchange, the CSRC and/or the SFC was so disclosed or made available in full and in good faith and, except as subsequently disclosed in both the Disclosure Package and the Final Offering Circular or notified to the SEHK, the CSRC and/or the SFC, and was and remains complete, true and accurate in all material respects, without omission of any material facts that would make the information so disclosed or made available misleading; (C) the Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular have been entered into and carried out, and will be carried out, in the ordinary course of business and on commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, in coming to their view, have made due and proper inquiries and investigation of such Connected Transactions; (D) the Company has complied with and will continue to comply with the terms of the Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular so long as the agreement or the arrangement relating thereto is in effect, and shall inform the Joint Sponsors, the Joint Global Coordinators and the Overall Coordinators promptly should there be any breach of any such terms before or after the listing of the H Shares on the Stock Exchange; (E) each of the Connected Transactions and the related agreements as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement of the parties thereto, enforceable in accordance with its terms, and in full force and effect; and (F) each of the Connected Transactions disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular was and will be carried out by the Group in compliance with all applicable Laws in all material respects.

- 23.2 Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, no material indebtedness (actual or contingent) and no material contract, agreement or arrangement (other than employment contracts with current directors, supervisors or officers of the Company or of any other members of the Group) is or will be outstanding between the Company or any other members of the Group, on the one hand, any substantial shareholder, current or former director, supervisor or any officer of the Company or any other members of the Group, or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand..

24 Taxation

- 24.1 All returns, reports or filings required by Laws or the Authorities to be filed by or in respect of the Company or any of the other members of the Group for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are complete, true and accurate in all material respects and not misleading and prepared on a proper basis and are not the subject of any material dispute with any taxing or other Authority and there are no circumstances giving rise to any such dispute; except which would not, individually or in the aggregate, result in a Material Adverse Change, all Taxes due or claimed to be due from the Company and each of the

other members of the Group have been duly and timely paid, and to the best knowledge of the Company after due and careful inquiry, there is no deficiency for Taxation of any amount that has been asserted against the Company or any of the other members of the Group; the provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular included appropriate provisions required under IFRS for all Taxes in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any of the other members of the Group was then or could reasonably be expected thereafter to become or has become liable. The statements set forth in the section of each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular headed “Financial Information” and “Regulatory Overview”, insofar as they relate to Taxation, are complete, true and accurate in all material respects and not misleading, and there are no other material facts known or which could have been known to the Directors, the omission of which would make any such information misleading. Neither the Company nor any other member of the Group has any knowledge of any material tax delinquency or has any knowledge of any material tax deficiency which might be assessed against any of them.

- 24.2 To the Company’s best knowledge after due and careful enquiry, each of the waivers and other relief, concession and preferential treatment relating to Taxes granted to the Company or any other members of the Group by any Authority (“**Preferential Tax Treatments**”) is valid and in full force and effect, and does not and will not conflict with, or result in a breach or violation of, or constitute a default under any applicable Law; the Company and each other member of the Group have filed all necessary filings and are in compliance with all requirements under all applicable Laws required to qualify for, obtain or maintain the Preferential Tax Treatments as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, and the actual operations and business activities of each member of the Group are sufficient to meet the qualifications for their Preferential Tax Treatments, except which would not, individually or in the aggregate result in a Material Adverse Change; no filings made to any Authority in connection with obtaining their Preferential Tax Treatments contained any misstatement or omission that would have affected the granting of their Preferential Tax Treatments; neither the Company nor any other members of the Group has received notice of any deficiency in their respective applications for their Preferential Tax Treatments that would have affected the granting of their Preferential Tax Treatments, and the Company is not aware of any reason why the Company or any other members of the Group may not qualify for, or be in compliance with the requirements for, their Preferential Tax Treatments.
- 24.3 Except as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular no stamp or other issuance or transfer Taxes and no capital gains, income, goods and services tax, value added tax, business tax, withholding or other Taxes are payable by or on behalf of the Company or any of the other members of the Group in Hong Kong, the PRC, the United States or any other applicable jurisdictions (as the case may be), or to any taxing or other Authority thereof or therein in connection with (A) the execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, (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 and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or the Joint Bookrunners or purchasers procured by the International Underwriters and the Capital Market Intermediaries or the Joint Bookrunners and the purchasers procured by the International Underwriters and the Capital Market Intermediaries in the manner contemplated in each of the

Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited, (F) the sale, transfer or other disposition or delivery of any Shares, including any realised or unrealised capital gains arising in connection with such sale, transfer or other disposition, or (G) the transactions contemplated under the Historical Changes completed prior to the date hereof.

- 24.4 Neither the Company nor any other members of the Group is a party to any transaction or arrangement under which it or they may be required to pay for any asset or services or facilities of any kind an amount which is in excess of the price that parties dealing on an arm's length basis would be willing to pay for such asset or services or facilities or will receive any payment for any asset or services or facilities of any kind that it has supplied or provided or is liable to supply or provide which is less than the price that parties dealing on an arm's length basis would be willing to supply or provide such asset or services or facilities, except such as would not, individually or in the aggregate, result in a Material Adverse Change;..
- 24.5 Neither the Company nor any other members of the Group has been or is currently the subject of an enquiry into transfer pricing by any taxing or other Authority and, to the best knowledge of the Company after due and careful inquiry, no taxation authority has indicated any intention to commence any such enquiry and there are no circumstances likely to give rise to any such enquiry.

25 Directors and Shareholders

- 25.1 Subscription or purchase of the Offer Shares by a Director or his/her associates or existing shareholder of the Company, if any, has been or will be in accordance with Rules 10.03 and 10.04 of the Listing Rules.
- 25.2 Except as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, none of the shareholders (who or which, to the knowledge of the Directors, owned more than 5% of the Company's issued share capital) or directors of the Company or any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person is, or was during the Track Record Period, directly or indirectly, interested in the Group's five largest customers and suppliers.

26 Dividends

- 26.1 *[Reserved]*
- 26.2 All dividends and other distributions declared and payable on the H Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong, the PRC, the United States or any other applicable jurisdictions, or any Taxation or other Authority thereof or therein; and, to the best knowledge of the Company after due and careful inquiry, may be so paid without any prohibition by Laws and regulations in any of such jurisdictions.
- 26.3 No member of the Group is not currently prohibited, directly or indirectly, from paying any dividends to the Company or relevant member of the Group, from making any other distribution on the share capital or other equity interests of or in such member of the Group, from repaying to the Company or relevant member of the Group any loans or advances to such member of the Group

from the Company or the relevant member of the Group or from transferring any of the properties or assets of such member of the Group to the Company or the relevant member of the Group.

27 Litigation and other proceedings

- 27.1 There are (A) no actions, suits, proceedings, investigations or inquiries under any Laws or by or before any Authority pending or, to the best knowledge of the Company after due and careful inquiry, threatened or contemplated to which the Company and any other members of the Group or any of their respective promoters, directors, supervisors, officers or employees is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, before or by any Authority, whether or not arising from transactions in the ordinary course of business, and, to the best knowledge of the Company after due and careful inquiry, there are no circumstances likely to give rise to any such, actions, suits, proceedings, investigations or inquiries, (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, result in, individually or in the aggregate, a Material Adverse Change or any development involving a prospective Material Adverse Change, , or materially and adversely affect the power or ability of any of the Company to perform its obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or are required to be described in any of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular but are not so described.
- 27.2 None of the Company nor any of the other members of the Group, nor any person acting on behalf of any of them, has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or, to the best knowledge of the Company after due and careful enquiry, threatened, (A) to wind up, liquidate, dissolve, make dormant or eliminate or declare insolvent any of the Company , where applicable, or any of the other members of the Group, (B) to withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any of the Company or any of the other members of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any of the Company, where applicable, or any of the other members of the Group, except such as would not, individually or in the aggregate, result in a Material Adverse Change, or (C) to bring an material adverse effect on the completion of the Global Offering; and otherwise no winding up or liquidation proceedings have been commenced against the Company or any other member of the Group, and no proceedings have been commenced for the purpose of, and no judgment has been rendered, declaring the Company or any other member of the Group bankrupt or in an insolvency proceeding; no winding up or liquidation proceedings, to the best knowledge of the Company after due and careful enquiry, have been threatened against the Company or any other member of the Group.
- 27.3 Save as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, 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, to the best knowledge of the Company after due and careful enquiry, there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties, except where such dispute would not, individually or in the aggregate, result in a Material Adverse Change.

- 27.4 Save as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, no member of the Group has committed or is liable for any criminal, illegal, unlawful or unauthorized act or breach of any obligation imposed by or pursuant to any Laws or contract and no such claim remains outstanding against any such member, except where such dispute would not, individually or in the aggregate, result in a Material Adverse Change.

28 Market conduct

- 28.1 None of any members of the Group and their respective directors, supervisors, officers, employees, agents, affiliates (within the meaning of Rule 501(b) under the Securities Act) or controlling persons, nor any person acting on behalf of any of them (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), as applicable, has, at any time prior to the date of this Agreement, done or engaged in, or will, 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, the A shares of the Company 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 the A shares of the Company, or (C) which constitutes non-compliance with the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC or any other Authority including those in relation to bookbuilding and placing activities. For the avoidance of doubt, the appointment of the Stabilizing Manager under the Global Offering as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular should not be deemed as breach of any representation under this paragraph.
- 28.2 None of any of the other members of the Group, nor their respective directors, supervisors, officers, employees, agents, affiliates (within the meaning of Rule 501(b) under the Securities Act) or controlling persons, nor any person acting on behalf of any of them (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation 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 including 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 and the Capital Market Intermediaries or any person acting for them as Stabilizing Manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise, provided that the granting of the Over-allotment Option shall not constitute a breach of this paragraph. For the avoidance of doubt, the appointment of the Stabilizing Manager under the Global Offering as disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular should not be deemed as breach of any representation under this paragraph.

29 Immunity

- 29.1 Under the Laws of Hong Kong and the PRC, none of the Company, the other members of the Group, nor any of the properties, assets or revenues of the Company or the other members of the Group is

entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding (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 judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief (including but not limited to interlocutory or ancillary relief) or for the enforcement of any judgment or arbitral awards; the irrevocable and unconditional waiver and agreement of the Company in Clause 16.8 of this Agreement 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 Company under the Laws of Hong Kong and the PRC.

30 Choice of law and dispute resolution

- 30.1 The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of the PRC and Hong Kong; the Company can sue and be sued in their own names under the Laws of the PRC and Hong Kong; the agreement by the Company to the submission of any dispute arising out of or in connection with this Agreement to arbitration in accordance with Clause 16 of this Agreement, the irrevocable submission by the Company to the jurisdiction of any court of competent jurisdiction in which proceedings are permitted to be brought pursuant to Clause 16 of this Agreement, the waiver by the Company of any objection to the venue of an action, suit or proceeding in any court of competent jurisdiction in which proceedings are permitted to be brought pursuant to Clause 16 of this Agreement, the waiver and agreement not to plead an inconvenient forum, the waiver of immunity on the grounds of sovereignty or otherwise and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the PRC and Hong Kong. Service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the PRC and Hong Kong are concerned, to confer valid personal jurisdiction over the Company; any judgment or arbitral award obtained in any court or rendered by an arbitral tribunal pursuant to the terms of, and arising out of or in relation to the obligations of the Company under this Agreement will be recognised and enforced in the courts of the PRC and Hong Kong subject to the uncertainty as disclosed in each of the Hong Kong Public Offering Documents, the PHIP, and the Preliminary Offering Circular.
- 30.2 To the best knowledge of the Company after due and careful inquiry, it is not necessary under the Laws of Hong Kong, the PRC, the United States or any other applicable jurisdiction that any of Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the International Underwriters, Hong Kong Underwriters, the Joint Bookrunners and the Capital Market Intermediaries (other than those incorporated, registered, or organised under the Laws of Hong Kong, the United States, as the case may be) should be licensed, qualified or entitled to carry out business in the PRC, Hong Kong, the United States (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.

31 Professional Investor

- 31.1 The Company has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 5 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean the Company, 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.

32 No other arrangements relating to sale of Offer Shares

- 32.1 Except pursuant to this Agreement and the International Underwriting Agreement, there are no contracts, agreements or understandings between any member of the Group and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company or any other member of the Group or any Underwriter for brokerage commissions, finder's fees, broker's or agent's commission or other payments in connection with the execution and delivery of this Agreement, the International Underwriting Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.
- 32.2 None of the Company nor any other member of the Group has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreement. Except for the guaranteed allocation of Offer Shares at the Offer Price as set forth in the respective Cornerstone Investment Agreement, neither the Company nor any other member of the Group, or any of their respective affiliates, has offered, agreed to provide or provided, procured any other person or entity to provide, or arranged to provide any direct or indirect benefits by side letter or otherwise, to any investor in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Guide for New Listing Applicants.
- 32.3 Neither the Company, any member of the Group, nor any of their respective directors has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular. No member of the Group nor any director, supervisor, officer, agent, employee or affiliate of any member of the Group is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.
- 32.4 The subscription by any subscriber or purchaser of Offer Shares as a cornerstone investor will not result in such cornerstone investor, and to the best of the Company's knowledge, its beneficial owner(s) and/or associate(s) becoming connected persons (as defined in the Listing Rules) of the Company.

33 United States aspects

- 33.1 No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Legal Managers, the Underwriters and the Capital Market Intermediaries in the manner contemplated in this Agreement, the International

Underwriting Agreement, the Cornerstone Investment Agreements, and in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.

- 33.2 Neither the Company nor any of its respective “affiliates” (within the meaning of Rule 501(b) under the Securities Act) nor any person acting on behalf of any of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of (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.
- 33.3 None of the Company, any of its affiliates and any person acting on behalf of any of the foregoing (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation) has sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which is or will be integrated with the sale of the Offer Shares in a manner that would require the registration under the Securities Act of the Offer Shares; the Company will not, and will not permit its affiliates or any person acting on its behalf (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), 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.
- 33.4 Within the six months immediately preceding the date of this Agreement, neither the Company nor any of its affiliates nor any person acting on behalf of any of them (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation) has offered or sold to any person any Shares or any securities of the same or a similar class as the Shares other than the Offer Shares offered or sold pursuant to the Global Offering hereunder; the Company will take reasonable precautions to ensure that any offer or sale, direct or indirect, in the United States or otherwise of any Shares or any substantially similar security 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 the Overall Coordinators), is made under restrictions and other circumstances so as not to affect the status of the offer or sale of the Offer Shares in the United States contemplated by the International Underwriting Agreement as transactions exempt from the registration provisions of the Securities Act.
- 33.5 The International Offer Shares are eligible for resale under Rule 144A under the Securities Act and when the International Offer Shares are issued and delivered pursuant to the International Underwriting Agreement, the International Offer Shares (i) will not be of the same class (within the meaning of Rule 144A under the Securities Act) as securities which are listed on a national securities exchange registered under Section 6 of the Exchange Act, or quoted in a U.S. automated inter-dealer quotation system, and (ii) will satisfy the other applicable requirements set forth in Rule 144A.

- 33.6 At any time when any H Shares remain outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act and the Company is not subject to Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder or not in compliance with the information furnishing requirements of Rule 12g3-2(b) thereunder, the Company will, for the benefit of holders from time to time of H Shares, furnish at its expense, upon request, to holders of H Shares and prospective purchasers of securities information satisfying the requirements of subsection (d)(4)(i) of Rule 144A under the Securities Act.
- 33.7 Without prejudice to any other provision of the International Underwriting Agreement, prior to the expiration of two year after the Listing Date, the Company will not, and will not permit any of its “affiliates” (within the meaning of Rule 144 under the Securities Act) to, resell any of the H Shares which constitute “restricted securities” under Rule 144 under the Securities Act that have been reacquired by any of them.
- 33.8 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.
- 33.9 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.
- 33.10 Based on the Company’s historic and anticipated operations, the expected composition of its income and the projected composition and estimated fair market values of its assets including goodwill (taking into account the expected proceeds from the Global Offering, and its anticipated market capitalization thereafter), the Company does not believe that it will be classified as a “passive foreign investment company” within the meaning of Section 1297(a) of the U.S. Internal Revenue Code of 1986, as amended, for its current taxable year and does not expect to be classified as a PFIC for the foreseeable future.
- 33.11 The Company is not and, after giving effect to the offering and sale of the Offer Shares and the application of the proceeds thereof as described in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, will not be an “investment company” or an entity “controlled” by an “investment company” within the meaning of the U.S. Investment Company Act of 1940, as amended.

34 Directors and Officers

- 34.1 Any certificate signed by any director or officer of the Company or of any of the other members of the Group and delivered to the Joint Sponsors or the Joint Global Coordinators or the Joint Bookrunners or the Joint Lead Managers or the Capital Market Intermediaries or any Underwriter or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Joint Sponsors or Joint Global Coordinators or Joint Bookrunners or Joint Lead Managers or Capital Market Intermediaries or each Underwriter..
- 34.2 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company and the Joint Sponsors, as applicable, and such authority and confirmations remain in full force and effect.
- 34.3 All the interests or short positions of each of the Directors in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of

the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the Securities and Futures Ordinance, or which will be required pursuant to section 352 of the Securities and Futures Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the H Shares are listed, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.

34.4 *[Reserved]*

34.5 *[Reserved]*

34.6 The Directors 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.

34.7 Except as disclosed in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular, none of the Directors has a service contract with any member of the Group which is required to be disclosed in the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular.

34.8 There are no material outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or any other member of the Group to or for the benefit of any of the directors of the Company and any other member of the Group or any of their respective family members or other relatives or any body corporate, trust or entity in which any of them has a controlling interest; and neither the Company nor any other member of the Group has extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any officer, director, director nominee or supervisors of the Company or any other member of the Group.

SCHEDULE 3
CONDITIONS PRECEDENT DOCUMENTS

Part A

1. Five certified true copies of the resolutions of the Board of the Company:
 - 1.1 approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents to which the Company is a party and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - 1.2 approving the Global Offering and any issue of H Shares pursuant thereto;
 - 1.3 approving and authorizing the issue of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular, the Final Offering Circular and the Formal Notice;
 - 1.4 approving and authorizing the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong; and
 - 1.5 approving the Verification Notes.
2. Five certified true copies of the written resolutions of the shareholders of the Company in relation to the Global Offering as referred to in Appendix VI to the Hong Kong Prospectus:
3. Five printed copies of each of the Hong Kong Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney.
4. Five certified true copies of each of the responsibility letters, powers of attorney and statements of interests signed by each of the Directors (except as already provided in item 4 above).
5. Five certified true copies of each of the contracts referred to in the section of the Hong Kong Prospectus headed “Appendix VI – Statutory and General Information – Further Information about Our Business – 1. Summary of Material Contracts” (other than this Agreement) of the Hong Kong Prospectus duly signed by the parties thereto.
6. Five copies of the certificate of authorization of registration of the Hong Kong Prospectus from the SEHK.
7. Five copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus under section 342C of the Companies (Winding Up and Miscellaneous Provision) Ordinance.

8. Five copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).
9. Five set of signed originals of the signature pages to the Verification Notes duly signed by or on behalf of the Company and each of the Directors.
10. Five signed originals of the accountant's report dated the Hong Kong Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Hong Kong Prospectus.
11. Five signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets and fully diluted forecast earnings per Share, the text of which is contained in Appendix II to the Hong Kong Prospectus.
12. Five signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall, inter alia, confirm the indebtedness statement contained in the Hong Kong Prospectus and comment on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Group's working capital contained in the Hong Kong Prospectus.
13. Five signed originals of the Hong Kong arrangement letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of 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 information disclosed in the Hong Kong Prospectus.
14. Five signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of 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 information disclosed in the Hong Kong Prospectus.
15. Five certified true copies of the memorandum on the profit forecast and the working capital forecast approved by the Board.
16. Five signed originals of the legal opinion from CM Law Firm, the Company's legal adviser as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Company, authorizing disclosure of such legal opinion to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in respect of (i) the properties leased by the Group and (ii) the establishment, business and legal status of the Group under PRC Law, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

17. Five signed originals of the legal opinion in respect of PRC data compliance from CM Law Firm, the Company's legal adviser as to PRC Laws in relation to data compliance, dated the Hong Kong Prospectus Date and addressed to the Company, authorizing disclosure of such legal opinion to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
18. Five signed originals of the legal opinion from King & Wood Mallesons, the Underwriters' legal adviser as to PRC Laws dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
19. Five signed originals of the legal opinion from Santoso, Martinus & Muliawan Advocates, the Company's legal adviser as to laws of Indonesia, dated the Hong Kong Prospectus Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in respect of PT Debonair Nickel Indonesia (印尼德邦镍业有限公司), PT Nadesico Nickel Industry (纳德思科镍业有限公司), PT Zhongtsing New Energy (中青新能源有限公司) and PT Jade Bay Metal Industry (翡翠湾金属工业有限公司), in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
20. Five signed originals of the legal opinion from Jun He Law Offices, the Company's legal adviser as to laws of Hong Kong, dated the Hong Kong Prospectus Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in respect of CNGR Hong Kong Material Science & Technology Co., Limited (中偉(香港)新材料科技貿易有限公司), HongKong CNGR Zhongtuo New Energy Co., Limited (香港中偉中拓新能源有限公司) and Zoomwe Hong Kong New Energy Technology Co., Limited (中偉香港新能源科技有限公司) in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
21. Five signed originals of the legal opinion from Drew & Napier LLC, the Company's legal adviser as to laws of Singapore, dated the Hong Kong Prospectus Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in respect of Singapore CNGR New Energy and Technology Pte. Ltd. and Innovation West Mantewe Pte. Ltd. in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
22. Five signed originals of the legal opinion from Lee & Ko, the Company's legal adviser as to laws of South Korea, dated the Hong Kong Prospectus Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in respect of CNP Advanced Material Technology Co., Ltd. in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
23. Five signed originals of the legal opinion from Asafo & Co Morocco, the Company's legal adviser as to laws of Morocco, dated the Hong Kong Prospectus

Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in respect of COBCO S.A. in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

24. Five signed originals of the report from the Industry Consultant, dated the Hong Kong Prospectus Date.
25. Five signed originals of the letter from each of the experts stated in the section headed “Other Information – Qualifications and Consents of Experts” in Appendix VI to the Hong Kong Prospectus (except for the Joint Sponsors), dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to them and of their report and letter in the form and context in which they are included.
26. Five signed originals of the internal control report from the Internal Control Consultant.
27. Five certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
28. Five certified true copies of the FINI agreement duly signed by the parties thereto.
29. Five certified true copies of the Registrar Agreement duly signed by the parties thereto.
30. Five certified true copies of the Articles of Association.
31. Five certified true copies of the undertaking from the Company to the SEHK pursuant to Rule 10.08 of the Listing Rules.
32. Five certified true copies of each of the certificate given by the relevant translator relating to the translation of the Hong Kong Prospectus and a certificate by Donnelly Financial Solutions as to the competency of such translator.
33. Five certified true copies of the compliance adviser agreement between the Company and the compliance adviser.
34. Five certified copies of each of the following:
 - (a) the business license of the Company;
 - (b) the certificate of registration of the Company under Part 16 of the Companies Ordinance;
 - (c) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong);
 - (d) the letter of appointment or service contract of each of the Directors; and
 - (e) undertaking from each of the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.

35. Five copies of notification issued by the China Securities Regulatory Commission on the Company's completion of the PRC filing procedures.

Part B

1. Five signed originals of each of the Regulation S and Rule 144A comfort letters from the Reporting Accountant, dated, respectively, the date of the International Underwriting Agreement and the Listing Date and addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the International Underwriters), in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial information disclosed in each of the Disclosure Package and the Final Offering Circular.
2. Five signed originals of the Hong Kong bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the International Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial information disclosed in the Hong Kong Prospectus.
3. Five signed originals of the legal opinion from CM Law Firm, the Company's legal adviser as to PRC Laws, dated the Listing Date and addressed to the Company, authorizing disclosure of such legal opinion to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in respect of (i) the properties leased by the Group and (ii) the establishment, business and legal status of the Group under PRC Law, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
4. Five signed originals of the legal opinion in respect of PRC data compliance from CM Law Firm, the Company's legal adviser as to PRC Laws in relation to data compliance, dated the Listing Date and addressed to the Company, authorizing disclosure of such legal opinion to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
5. Five signed originals of the legal opinion from King & Wood Mallesons, the Underwriters' legal adviser as to PRC Laws dated the Listing Date and addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
6. Five signed originals of the legal opinion from Santoso, Martinus & Muliawan Advocates, the Company's legal adviser as to laws of Indonesia, dated the Listing Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in respect of PT Debonair Nickel Indonesia (印尼德邦镍业有限公司), PT Nadesico Nickel Industry (纳德思科镍业有限公司), PT Zhongtsing New Energy (中青新能源有限公司) and PT Jade Bay Metal Industry (翡翠湾金属工业有限公司), in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
7. Five signed originals of the legal opinion from Jun He Law Offices, the Company's legal adviser as to laws of Hong Kong, dated the Listing Date and addressed to the

Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in respect of CNGR Hong Kong Material Science & Technology Co., Limited (中偉(香港)新材料科技貿易有限公司), HongKong CNGR Zhongtuo New Energy Co., Limited (香港中偉中拓新能源有限公司) and Zoomwe Hong Kong New Energy Technology Co., Limited (中偉香港新能源科技有限公司) in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

8. Five signed originals of the legal opinion from Drew & Napier LLC, the Company's legal adviser as to laws of Singapore, dated the Listing Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in respect of Singapore CNGR New Energy and Technology Pte. Ltd. and Innovation West Mantewe Pte. Ltd. in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
9. Five signed originals of the legal opinion from Lee & Ko, the Company's legal adviser as to laws of South Korea, dated the Listing Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in respect of CNP Advanced Material Technology Co., Ltd. in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
10. Five signed originals of the legal opinion from Asafo & Co Morocco, the Company's legal adviser as to laws of Morocco, dated the Listing Date and addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in respect of COBCO S.A. in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
11. Five signed originals of the legal opinion from Freshfields, the legal adviser to the Company as to United States Laws, addressed to the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
12. Five signed originals of the legal opinion from Freshfields, the legal adviser to the Company as to Hong Kong Laws, addressed to the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
13. Five signed originals of the 10b-5 disclosure letter from Freshfields, the legal adviser to the Company as to United States Laws, addressed to the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) and dated the Listing Date, and in the form and substance satisfactory to the Overall Coordinators.
14. Five signed originals of the legal opinion from O' Melveny & Myers, the Underwriters' legal adviser as to Hong Kong Laws, addressed to the Joint Sponsors and the Overall Coordinators (for and on behalf of the Underwriters) dated the

Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

15. Five signed originals of the legal opinion from O' Melveny & Myers, the Underwriters' legal adviser as to United States Laws, addressed to the Joint Sponsors and the Overall Coordinators (for and on behalf of the Underwriters) dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
16. Five signed originals of the 10b-5 disclosure letter from O' Melveny & Myers, the Underwriters' legal adviser as to United States Laws, addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) and dated the Listing Date, and in the form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
17. Five signed originals of the certificate of the Executive Director, the chairman of the Board and president and the chief financial officer of the Company, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement.
18. Five signed originals of the certificate of the president and chief financial officer of the Company, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which certificate shall cover financial, operational and business data contained in each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular that are not comforted by the Reporting Accountants.
19. Five signed original certificates issued by the joint company secretaries of the Company, dated the Listing Date, in the form set forth in an exhibit of the International Underwriting Agreement.
20. Five certified true copies of the Price Determination Agreement duly signed by the parties thereto.
21. Five certified true copies of the resolutions of the Board or board committee of the Company relating to the Global Offering approving, inter alia, the determination of the Offer Price and the basis of allocation and the allotment and issue of Offer Shares to the allottees.
22. Five copies of the letter from the SEHK approving the listing of the Shares.

SCHEDULE 4 SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering 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 Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the HK eIPO White Form Service at www.hkeipo.com.hk or by giving electronic application instructions through the CCASS Internet System (<https://ip.ccass.com>) complying in all respects with the terms set out in the section headed "How to Apply for the Hong Kong Offer Shares" in the Hong Kong 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 (for themselves and on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter or the sub-underwriter by whom or on whose behalf the application is made and its official chop and there must be clearly marked on the applications "Hong Kong Underwriter's Application" (or in the case of sub-underwriters, "**Hong Kong Sub-underwriter's Application**").
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications or Hong Kong Sub-underwriter's Applications.

SCHEDULE 5

PROFESSIONAL INVESTOR TREATMENT NOTICE

Part A – If you are an Institutional Professional Investor:

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO (“**Institutional Professional Investor**”). You will inform us promptly in the event any information you have given us ceases to be true and accurate.
2. Since you are an Institutional Professional Investor, certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”) and other Hong Kong regulations are not applicable (or may be waived or agreed otherwise). We have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 2.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
 - (iii) assess your knowledge of derivatives and characterise you based on your knowledge of derivatives;
 - 2.2 Client agreement
 - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 2.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about our business or the identity and status of employees and others acting on our behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - (v) disclose transaction related information as required under paragraph 8.3A of the Code;

2.4 Discretionary accounts

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
 - (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule and confirm it on an annual basis.
- 3. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
- 4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.
- 5. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

Part B – If you are a Corporate Professional Investor that meets the requirements under paragraph 15.3A of the Code:

- 1. You are a Corporate Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”) and you meet the requirements under paragraph 15.3A of the Code. We have categorized you as a Corporate Professional Investor based on the information you have given us. We are treating you as a Corporate Professional Investor for the following products and markets: Hong Kong equities.

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

- 1.1 a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million (or equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the trust corporation or a trust of which it acts as a trustee (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee);

- 1.2 a corporation having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the corporation (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the corporation;
 - 1.3 a corporation the principal business of which at the relevant date is to hold investments and which at the relevant date is wholly owned by any one or more of the following persons: (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who falls within the definition under section 5(1) of the Securities and Futures (Professional Investor) Rules; (iii) a corporation that falls within this paragraph 1.3; (iv) a corporation that falls within paragraph 1.2 above; (v) a partnership that falls within paragraph 1.5 below; and (vi) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance;
 - 1.4 a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph 1.2 above; and
 - 1.5 a partnership with a portfolio of no less than HK\$ 8 million or total assets of not less than HK\$40 million (or equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the partnership (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the partnership.
2. As a consequence of your categorization as a Corporate Professional Investor and our assessment of you as satisfying the criteria set out in paragraph 15.3A(b) of the Code, we are exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code (summarized below), provided that we take certain actions beforehand (including, providing you with the information contained in this Schedule and obtaining your consent to be treated as a Corporate Professional Investor and to dispense with the relevant requirements).
 3. By entering this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and hereby consent to being treated as a Corporate Professional Investor for the following products and markets: Hong Kong equities. You understand and agree that we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 3.1 Information about clients

- (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work;
- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
- (iii) assess your knowledge of derivatives and characterise you based on your knowledge of derivatives;

3.2 Client agreement

- (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
- (ii) inform you about our business or the identity and status of employees and others acting on our behalf with whom you will have contact;
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
- (iv) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
- (v) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
- (ii) explain the authority described under paragraph 2.4(i) of Part B of this Schedule and confirm it on an annual basis.

4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to us.
5. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
6. By entering into this Agreement, you hereby agree and acknowledge that we will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and

Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

Part C – If you are (a) an Individual Professional Investor; or (b) a Corporate Professional Investor that does not meet the requirements under paragraph 15.3A of the Code:

7. You are a Professional Investor by reason of your being (a) within a category of person described in section 3(b) of the Professional Investor Rules (“**Individual Professional Investor**”) or (b) a Corporate Professional Investor while you do not meet the requirements under paragraph 15.3A of the Code. You will inform us promptly in the event any information you have given us ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- 1.1 any individual, either alone or with any of his or her associates on a joint account, having a portfolio of not less than HK\$ 8 million or its equivalent in any foreign currency at the relevant date or:
- (i) as stated in a certificate issued by an auditor or a certified public accountant of the individual within 12 months before the relevant date; or
 - (ii) as ascertained by referring to one or more custodian statements issued to the individual (either alone or with the associate) within 12 months before the relevant date.
8. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Professional Investor and hereby consent to being treated as a Professional Investor in respect of all investment products and markets.
- You understand and agree that we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
- 8.1 inform you about our business and the identity or status of employees and others acting on our behalf with whom you will have contact;
- 8.2 promptly confirm the essential features of a transaction after effecting a transaction for you; and
- 8.3 provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
9. 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 by giving a written notice to us.
10. By entering into this Agreement, you hereby agree and acknowledge that we will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and

Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

11. If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this paragraph 5 of Part C of this Schedule.