

基石投资协议

2026 年 4 月 16 日

迈威（上海）生物科技股份有限公司

与

香港君实有限公司

及

中信證券（香港）有限公司

及

海通国际资本有限公司

及

中信里昂證券有限公司

及

海通国际证券有限公司

及

招银国际融资有限公司

及

兴证国际融资有限公司

本协议（本“协议”）于2026年4月16日订立

订约方为：

- (1) **迈威（上海）生物科技股份有限公司**，一家于2017年5月12日根据中国法律成立的有限公司，其于2020年6月30日改制为在中国成立的股份有限公司，其注册地址位于中国上海市中国（上海）自由贸易试验区蔡伦路230号2幢105室（“**本公司**”）；
- (2) **香港君实有限公司**，一家于2019年04月23日注册成立的公司，其注册办事处地址位于香港九龙长沙湾道788号罗氏商业广场6楼603室（“**投资者**”）；
- (3) **中信證券（香港）有限公司**，位于香港金钟道88号太古广场一期18楼（“**中信证券**”）；
- (4) **海通国际资本有限公司**，位于香港中环港景街1号国际金融中心一期3001-3006室及3015-3016室（“**海通资本**”，与中信证券统称及各自称为“**联席保荐人**”）；
- (5) **中信里昂證券有限公司**，位于香港金钟道88号太古广场一期18楼（“**中信里昂**”）；
- (6) **海通国际证券有限公司**，位于香港中环海景街1号国际金融中心一期28楼、30楼3001-3010室及3015-3016室（“**海通证券**”，与中信里昂统称及各自称为“**保荐人兼整体协调人**”）；
- (7) **招银国际融资有限公司**，位于香港中环花园道三号冠君大厦45楼（“**招银国际**”）；及
- (8) **兴证国际融资有限公司**，位于香港上环德辅道中199号无限极广场32楼（“**兴证国际**”，与中信里昂、海通证券和招银国际统称及各自称为“**整体协调人**”）。

鉴于：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其H股股份（定义见下文）在联交所（定义见下文）上市，全球发售包括：
 - (i) 本公司通过首次公开发售以供香港公众认购于招股章程（定义见下文）中所述数量的H股股份（可予调整）（“**香港公开发售**”）；及
 - (ii) 根据证券法（定义见下文）S规例和在美国境外向投资者（包括向香港的专业及机构投资者进行配售）首次有条件配售本公司发售的于招股章程中所述数量的H股股份（可予调整）（“**国际发售**”）。

- (B) 中信证券和海通资本担任全球发售的联席保荐人，由中信里昂和海通证券担任全球发售的保荐人兼整体协调人，并由中信里昂、海通证券、招银国际和兴证国际担任全球发售的整体协调人。
- (C) 投资者希望受限于及根据本协议列明的条款及条件认购作为国际发售一部分的投资者股份（定义见下文）。

特此约定如下：

1. 定义和解释

- 1.1 本协议（包括其附表及背景陈述）中，下列各词语及表达除文义另有规定外，须具有以下涵义：

“**联属人士**”就特定个人或实体而言，除文义另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受上述特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，“控制”（包括“控制”、“受控制”及“共同受控制”）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

“**会财局**”指香港会计及财务汇报局；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第6.2(g)条赋予该词的涵义；

“**A 股**”指本公司发行的每股面值人民币 1.00 元的普通股，于上海证券交易所科创板上市，并以人民币买卖；

“**联系人／紧密联系人**”须具有上市规则赋予该词的涵义，“**多位联系人／多位紧密联系人**”亦须据此解释；

“**经纪佣金**”指依照上市规则费用规则第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）；

“**中央结算系统**”指由香港中央结算有限公司设立及运作的香港中央结算及交收系统；

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

“**公司条例**”指不时经修订、补充或以其他方式修改的《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改的《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**”须具有上市规则赋予该词的涵义，除非上下文另有解释，“**多位关连人士／多位核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

“**控股股东**”除文义另有规定外，须具有上市规则赋予该词的涵义，“**多位控股股东**”亦须据此解释；

“**中国证监会**”指中国证券监督管理委员会，其为负责监督和管理中国证券市场的监督管理机构；

“**中国证监会备案规定**”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引，包括其不时进行的修改、补充或其他修改。

“**处置**”指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售或者设立任何产权负担或同意设立任何产权负担），或者（无论直接或间接地并且无论有条件或无条件地）就可转换为、可行使以获得或可兑换为该等相关股份或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或
- (ii) 订立任何换股或其他安排，以将该等相关股份或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或
- (iii) 订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

“**FINI**”具有上市规则项下赋予该词的涵义；

“**全球发售**”具有背景陈述(A)赋予该词的涵义；

“**政府机关**”指任何政府、政府间、监管或行政委员会、理事会、团体、部门、机关或机构或任何证券交易所(包括但不限于联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关，不论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关；

“**本集团**”指本公司和其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

“**H 股**”是指公司股本中每股面值人民币 1.00 元的普通股，将以港元认购及买卖，并将于联交所上市；

“**受偿方**”具有第6.5 条赋予该词的涵义；并且“**受偿方**”应视文意而定，指其中任何一方；

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

“**国际发售通函**”指本公司拟就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条赋予该词的涵义；

“**投资者股份**”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的 H 股股份数目（如Schedule 1 所计算）；

“**联席保荐人**”具有背景陈述(B)赋予该词的涵义，也指其中任何一方（视文义而定）；

“**法律**”指所有相关司法管辖区的任何政府机关（包括但不限于联交所、证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”指占总投资额的0.0027%的证监会交易征费（或者于上市日期适用的交易征费）、占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）以及占总投资额的 0.00015%的会财局交易征费（或者于上市日期适用的交易征费）；

“**上市日期**”指 H 股股份首次于联交所主板上市的日期；

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

“**上市规则**”指香港联合交易所有限公司证券上市规则及联交所不时修订、补充或以其他方式修改的上市决策、指引和其他上市要求；

“**禁售期**”具有第5.1 条赋予该词的涵义；

“**发售价**”指根据全球发售发行或出售 H 股股份的每股股份最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”指名列招股章程“董事、监事及参与全球发售的各方”一节的整体协调人，也指其中任何一方（视文义而定）；

“**各方**”指本协议中具名的各方，“**一方**”指其中任何一方（视文义而定）；

“**中国**”指中华人民共和国，就本协议而言，不包括中国香港、澳门及台湾地区；

“**初步发售通函**”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的初步发售通函及不时对其进行的修订、补充或其他修改；

“**专业投资者**”指具有证券及期货条例附表一第一部赋予该词的涵义；

“**以自有资金投资为基础**”指投资人并非作为任何第三方的代理人，而是为其自身利益及投资目的所进行的投资，无论该等投资是否为该投资人的任何股东或基金投资人之利益而进行；

“**招股章程**”指本公司将就香港公开发售于香港发行的最终招股章程；

“**公开文件**”指经不时修订或补充的，国际发售的初步发售通函及国际发售通函、及本公司将就香港公开发售在香港刊发的招股章程以及本公司可能就全球发售可能刊发的此类其他文件和公告；

“**监管机构**”具有第6.2(i)条赋予该词的涵义；

“**相关股份**”指投资者或在本协议第2.2 条下投资者全资附属公司（如有）依据本协议认购的投资者股份，以及依据任何供股、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）；

“**人民币**”指人民币，中国法定货币；

“**证券法**”指美国 1933 年证券法（经不时修订、补充或以其他方式修改）及据此颁布的规则及规例；

“**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、补充或以其他方式修改的《证券及期货条例》（香港法例第 571 章）；

“**股份**”指本公司股本中每股面值人民币 1.00 元的普通股，包括 A 股及 H 股；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例所载的涵义；

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法项下的 S 规例赋予该词的涵义。

1.2 本协议中除文义另有要求外：

- (a) 对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 背景陈述和附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述和附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；

- (f) 对法规、法律条文、规定或规则的提述包括对以下内容的提述：
 - (i) 不时合并、修订、补充、修改、重新制定的该法规、条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
 - (ii) 就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
 - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对“**规章**”的提述包括任何政府、政府间或超国家团体、机构、部门或任何监管机构、自律监管机构或其他机关或组织作出的（无论是否具有法律效力的）任何规章、规则、官方指令、意见、通知、通函、命令、要求或指引；
- (h) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (i) 对“**人士**”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；
- (j) 对“**包括**”的提述应被解释为包括但不限于；及
- (k) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. 投资

- 2.1 在下文第3条所指的条件得到落实（或各方共同豁免，但第3.1(a), 3.1(b), 3.1(c), 3.1(d)和3.1(e)条所列条件不得豁免并且第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免）的情况下，及依据本协议载明的其他条款及条件：
 - (a) 投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及／或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配发和配售并且整体协调人将向投资者分配及／或交付（视情况而定）或者促使分配及／或交付（视情况而定）投资者股份；及
 - (b) 投资者将按照第4.2条支付投资者股份的总投资额、经纪佣金及征费。
- 2.2 投资者可通过向本公司、联席保荐人及整体协调人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的投资者全资附属公司认购投资者股份，且该全资附属公司 (i) 目前及将来不是美国人士；(ii) 位于美国境外且 (iii)按照证券法 S 规例在境外交易中购买投资者股份，前提是：

- (a) 投资者须促使该全资附属公司在该日向本公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认的约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、联席保荐人及整体协调人保证该全资附属公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)承诺按照第6.5条一经要求即向各受偿方作出完全及有效的弥偿，并按要求始终使其得到弥偿。

投资者在第2.2条下的责任构成直接、主要及无条件的责任，以按要求向本公司、联席保荐人及整体协调人支付该全资附属公司有责任根据本协议支付的款项，并按要求立即履行该全资附属公司在本协议下的任何责任，而无需本公司、联席保荐人及整体协调人首先对该全资附属公司或任何其他人士采取措施。除文义另有规定者外，投资者一词须根据本协议诠释以涵盖该全资附属公司。

- 2.3 本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据Schedule 1决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

3. 交割条件

- 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，以及本公司及整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所列条件不得豁免并且第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免）：

- (a) 香港公开发售的包销协议及国际发售的包销协议已经订立且在不晚于此等包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；
- (b) 本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价，并且与全球发售相关的定价协议的各方已签署该定价协议；
- (c) 联交所上市委员会已批准H股的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；

- (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，且该等受理通知书及／或经公布的备案结果于联交所开始买卖 H 股之前并未被拒绝、撤回、撤销或使其无效；
- (e) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；及
- (f) 投资者在本协议项下的各项陈述、保证、承认、承诺和确认在所有方面现时（截至本协议之日）及将来（截至上市日期）均属准确、真实及完整，且不具有误导性或欺骗性，且投资者概无严重违反本协议。

3.2 如果第3.1 条所载的任何条件于本协议生效之日后满一百八十（180）天（或本公司、投资者、联席保荐人及整体协调人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第3.1(a), 3.1(b), 3.1(c), 3.1(d)和 3.1(e)条所列条件不得豁免并且第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、联席保荐人及／或整体协调人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本条文的任何内容不得被解释为使投资者有权在本条文项下前述日期之前的期间内对投资者在本协议项下的各项陈述、保证、承诺、承认及确认的任何违反进行补救。

3.3 投资者承认无法保证全球发售将完成、不被延迟或终止、或发售价将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延迟或终止、未在拟定日期和时间之前进行、完成或根本未予完成、或发售价未处于公开文件所载列的示意性区间内，本公司、联席保荐人或整体协调人不向投资者承担任何责任。投资者特此放弃基于全球发售延迟或出于任何原因被延迟或终止、未在拟议日期和时间之前进行、完成或根本未予完成、或发售价未处于公开文件所载列的示意性区间内而向本公司、联席保荐人及／或整体协调人或其各自的联属人士、附属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理人、顾问和代表提起任何申索或诉讼的权利（如有），但因本公司、任一联席保荐人或整体协调人的严重违约、重大过失、故意不当行为或欺诈所直接导致的延迟或终止除外。

4. 交割

- 4.1 根据第3条和本第4条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的国际代表身份的整体协调人（及／或其联属人士），按发售价认购投资者股份。因此，投资者股份将在国际发售交割时被认购，时间及方式须由本公司和整体协调人确定。
- 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香港时间上午八点或之前通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少两(2)个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 在依据第4.2条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两（2）个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.4 投资者股份的交付及付款亦可以本公司、联席保荐人、整体协调人及投资者书面协议的任何其他方式进行，以及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香港时间上午八天前付款。
- 4.5 如果总投资额和相关经纪佣金及征费的付款（无论全部或部分）并未于本协议规定的时间及方式收取或结清，则本公司、联席保荐人及整体协调人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任须停止及终止（但不得损害本公司、联席保荐人及整体协调人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第6.5条在税后基础上完全负责承担并向各受偿方作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。
- 4.6 如果不能满足(a)上市规则第 8.08(3)条的规定，即在上市日前三大公众股东实益拥有的H股股份不得超过公众持股量的 50%；(b)上市规则第 19A.13A 条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 19A.13C 条规定的最低自由流通量规定；(d)上市规则第 18 项应用指引第 3.2 段；或(e)上市规则有关 H 股公众持股量的任何其他规定，则整体协调人和本公司有权自行决定调整分配投资者认购的投资者股份数量，以满足上市规则第 8.08(3)条的规定或上市规则有关 H 股公众持股量的相关规定。任何该等调整应首先调整非基石投资者的分配，若仍不满足要求，则可进一步减少分配给投资者的股份数量，但该等数量的减少不得超过投资者按其约定投资额占全体基石投资者约定投资总额的比例，对其应获分配股份作出按比例调整而相应减少的数量。

4.7 如本公司、联席保荐人，整体协调人及其各自的联属人士各自因其控制以外（视乎情况而定）的状况，包括但不限于天灾、洪水、已宣布或未宣布的战争、恐怖主义活动、国家、国际或地区紧急状态、灾害、灾难、经济制裁、爆炸、海啸、地震、火山爆发、严重交通中断、政府运作失能、公众骚乱、政治动荡、敌对行动的爆发或升级、疾病或大流行病的爆发或升级（包括但不限于 SARS、猪或禽流感、H5N1、H1N1、H1N7、H7N9、MERS、新冠肺炎以及此类相关/突变形式）、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、技术故障、意外或机械或电气故障、计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况，而被阻止或延迟履行其在本协议下的义务，本公司、联席保荐人，整体协调人或其各自的联属人士、附属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理人、顾问和代表各自无需（无论是否共同或单独）就任何延迟或未能执行其在本协议下规定的义务承担任何责任，且本公司、联席保荐人及整体协调人各自有权终止本协议。投资者亦有权在相同情况下终止本协议，且无需就因此等事件导致的延迟或未能履约承担任何责任。

5. 对投资者的限制

5.1 按照第5.3条，投资者代表自身以及其全资附属公司（当投资者股份将由该全资附属公司持有，如有）与本公司、联席保荐人及整体协调人达成一致、订立契约并承诺，未经本公司、联席保荐人及整体协调人各自的事先书面同意，投资者自上市日期（包括该日期）起至上市日期后六（6）个月之日（包括该日期）止（“**禁售期**”）内的任何时间，投资者不会并促使其联属人士不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使的证券或代表可收取上述证券的权利；(ii)允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或订立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，以现金或其它方式结算。

5.2 本公司、联席保荐人及整体协调人承认，在第5.1条规定的禁售期届满后，投资者或全资附属公司，可在符合适用法律规定的情况下自由处置任何有关股份，但投资者须在处置前书面通知本公司、联席保荐人及整体协调人，并在其他方面遵守所有适用法律。

5.3 第5.1条的任何规定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，前提是，在所有情况下：

- (a) 在此类转让之前，该全资附属公司须发出按本公司、联席保荐人及整体协调人信纳的条款及形式作出及致彼等并以彼等为受益人的书面承诺，表示同意受让且投资者承诺促使该全资附属公司将受本协议下投资者义务的约束，包括但不限于本第5条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；
- (b) 该全资附属公司应被视为已作出第6条规定的相同承认、确认、承诺、陈述及保证；
- (c) 投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；
- (d) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促使该附属公司须）立即且任何情况下于不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、联席保荐人及整体协调人信纳的条款及形式作出或投资者促使其作出及致彼等的书面承诺，表示同意，且投资者须促使该全资附属公司将，受本协议下投资者义务的约束，包括但不限于本协议第5条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及
- (e) 该全资附属公司(i) 目前不是也将不会成为美国人士，也不是为了美国人士的原因或利益购买相关股份；(ii) 目前及将会位于美国境外且(iii)将会按照证券法S规例在境外交易中购买相关股份。

5.4 投资者同意并承诺，除了获得本公司、联席保荐人及整体协调人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的10%（或上市规则中为界定“主要股东”而不时规定的其他百分比）且投资者于上市日期后12个月内不会成为公司所指的核心关连人士（定义见上市规则）。此外，投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的持股总额（直接和间接）不应导致公众人士持有的本公司证券总额（根据上市规则的规定及由联交所解释，包括但不限于上市规则第8.08条及第19A.13A条）低于上市规则第8.08条所规定的百分比或联交所不时可能批准并适用于本公司的其他百分比。投资者同意，如果投资者注意到上述任何情况，将书面通知本公司、联席保荐人及整体协调人。

5.5 投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、联席保荐人及／或整体协调人合理要求后，向本公司、联席保荐人及整体协调人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得且须促使其控股股东、联系人及其各自的实益所有人均不得在簿记建档过程中

申请或下单购买全球发售下的 H 股股份（投资者股份除外）或申请认购香港公开发售下的 H 股股份。

- 5.6 投资者及其附属人士、联系人、董事、监事（如适用）、高级管理人员、雇员、代理人或代表不得直接或间接与本公司、本公司控股股东（如招股章程中所界定）、本集团任何成员公司或其各自附属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员或代理人签订违背或违反上市规则（包括上市指南第 4.15 章或香港监管机构发布的其他书面指引）的任何安排或协议（包括任何附函）。
- 5.7 投资者将在未获得外部融资的情况下利用内部资源为其认购投资者股份提供资金。

6. 承认、陈述、保证及承诺等

- 6.1 投资者向本公司、联席保荐人和整体协调人中的每一方陈述、承诺、保证、承认、同意及确认：
- (a) 本公司、联席保荐人、整体协调人及其各自的附属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的示意性区间，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎公开文件所载的示意性区间，本公司、联席保荐人、整体协调人及其各自的附属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何责任；
 - (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及作为展示文件的重大合同；
 - (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人（定义见上市规则）披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；
 - (d) 投资者确认及同意本公司、联席保荐人及整体协调人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交其根据本协议购买 H 股股份或以其他方式参与配售的信息；投资者确认并承诺披露和提供有关

其他直接或间接投资者透过换股安排或其提供或管理的其他金融或投资产品投资于 H 股股份的所有必要资料（包括但不限于身份和认购金额）；

- (e) 发售价完全且排他性地按照全球发售的条款和条件由本公司及整体协调人（代表自身及全球发售包销商）厘定，并且投资者概无任何权利就此提出任何异议，惟发售价不得高于每股 H 股港币 30.71 元（下称“最高价格”）或低于每股 H 股港币 27.64 元（下称“最低价格”）。倘若确定的发售价高于此处规定的最高价格或低于此处规定的最低价格，投资者有权自行决定单方面终止本协议，或按整体协调人书面通知投资者之日确定的发售价继续收购投资者股份；
- (f) 投资者将由投资者通过整体协调人及／或其作为国际发售中国际包销商的国际代表身份的联属人士认购；
- (g) 投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；
- (h) 投资者股份数目可受根据上市规则第 18 项应用指引或上市指南第 4.14 章或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的 H 股股份重新分配所影响；
- (i) 在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、联席保荐人及／或整体协调人已经、或可能及／或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (j) 本公司、联席保荐人及整体协调人，或其各自的任何联属人士、联系人、附属公司、代理人、董事、监事、高级管理人员、雇员、合伙人、顾问或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、融资、货币或经济等后果承担任何责任；
- (k) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何人士的原因或利益，除非该司法管辖区适用法律允许；
- (l) 其理解并同意投资者股份的转让仅可(A)根据证券法第 144A 条或证券法项下的其他可享有的豁免在美国境内进行；或(B)根据证券法 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (m) 其理解，本公司、联席保荐人、整体协调人或国际发售的任何国际包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理

人员、雇员、代理人、顾问、联系人、合伙人和代表均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有证券法第 144 条或证券法项下任何其他可享有的豁免的任何陈述；

- (n) 除第5.3 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；
- (o) 在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何联席保荐人、整体协调人、其他包销商以及本公司、其各自的联属人士、联系人、附属公司、代理人、董事、监事（如适用）、高级管理人员、员工、合伙人、顾问和代表因本协议和全球发售而产生或与之相关的任何索赔；
- (p) 其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及／或内幕信息（定义见证券及期货条例）的信息，且在不影响其已签订的任何保密协议的前提下，其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问、及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者、或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第(p)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (q) 本协议、在保密基础上提供给投资者及／或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及／或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
 - (i) 可能已经提供给投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）

- 投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
- (ii) 可能已经提供给（无论书面或口头地）投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股股份或其他证券的要约或邀请的依据；及
- (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；
- (r) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；
- (s) 其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、联席保荐人或整体协调人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；
- (t) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、联席保荐人及／或整体协调人（包括其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由公司、联席保荐人、整体协调人或各自的董事、监事（如适用）、高级职员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、联席保荐人、整体协调人及其各自的董事、监事（附属公司、适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、联席保荐人、整体协调人及其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其董事、监事（如适用）、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何责任；
- (u) 联席保荐人、整体协调人、其他全球发售的包销商及其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、代理人、联系人、联

属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、监事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；

- (v) 投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；
- (w) 其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何联席保荐人、整体协调人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽取调查审核或调查或其他意见或保证并且本公司、联席保荐人、整体协调人或其各自的联系人、联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员、合伙人、顾问、代理或代表，以及参与全球发售的任何其他方均不对投资者股份的收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；
- (x) 投资者了解投资者股份目前不存在公开市场，且本公司、联席保荐人、整体协调人、全球发售包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、代表、联系人及合伙人，以及参与全球发售的任何各方均未就投资者股份将永远存在公开或活跃市场作出任何保证；
- (y) 如果出于任何原因，全球发售被延迟或终止或无法完成，本公司、联席保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级管理人员、雇员、合作伙伴、顾问、代理人或代表均不对投资者或其附属公司负有任何责任；
- (z) 本公司及整体协调人将拥有全权绝对酌情决定权改变或调整(i)全球发售项下将予发行的H股股份数目；(ii)全球发售项下香港公开发售及国际发售的H股股份数量；及(iii)其他调整或重新分配发售的H股股份、发售价区间及最终发售价，但须经联交所批准并符合适用法律；

- (aa) 投资者与本公司、本公司任何股东、联席保荐人及／或整体协调人之间不存在与全球发售相关的其他协议，除本协议以及投资者、本公司、联席保荐人及整体协调人签订的保密协议（如有）之外；
- (bb) 投资者并未因任何直接出售（按照证券法 S 规例中定义）而购买投资者股份，且投资者、其任何联属人士及代表投资者或其任何联属人士的任何人士均未参与及将不会参与有关投资者股份的任何直接出售（按照证券法 S 规例中定义）；
- (cc) H 股的任何交易须遵守适用法律及法规，包括根据证券及期货条例、上市规则、证券法及任何主要证券交易所的任何其他适用法律、法规及相关规则买卖股份的限制；
- (dd) 除非遵守本协议中的限制规定，否则任何针对相关股份的要约、出售、质押或其他转让均不被本公司承认；
- (ee) 投资者同意应在上市日期的香港时间上午八时前或根据第4.4 条约定的有关其他日期前支付总投资额及相关经纪佣金和征费。

6.2 投资者向本公司、联席保荐人及整体协调人进一步承认、陈述、保证及承诺：

- (a) 其根据其成立地的法律正式成立、有效存续，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (c) 其具有合法权利和权限拥有、使用、租赁和经营其资产，并以目前的方式开展其业务；
- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；
- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；
- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“批准”），而该等批准保持全面有效及并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本

协议日期，所有批准均未被撤回，投资者亦不知悉任何可能导致批准失效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果任何批准不再具有充分效力或因任何原因失效、被撤销、撤回或搁置，将立即书面通知本公司、联席保荐人及整体协调人；

- (h) 投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组建或组织章程文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用的任何司法管辖区的法律，或(iii)对投资者具有约束力的任何协议或其他文书，或(iv)对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在任何监管机构规定的时间内，直接或通过本公司、联席保荐人及／或整体协调人间接地向联交所、证监会、中国证监会及／或任何其他政府、公共、货币或监管部门或机关或证券交易所（合称“**监管机构**”）提供或促成提供并同意披露该等监管机构要求的信息（包括但不限于(i)投资者及投资者股份最终实益所有人及／或最终负责对认购发出指示的人员（如有）的身份信息（包括但不限于姓名、注册成立地点）、(ii)本协议下进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数目、总投资额、本协议下的禁售期限限制）、(iii)交易结构（包括涉及投资者股份的任何换股安排或其他金融或投资产品、直接及间接认购人及其最终实益所有人及该换股安排或其他金融或投资产品的提供者的身份资料）、(iv)投资者或其实益所有人和联系人与本公司及其任何股东的任何关联关系）（“**投资者相关信息**”）。投资者进一步授权本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、董事、监事（如适用）、高级职员、员工、顾问和代表向该等监管机构披露及按照上市规则或适用法律或有关监管机构的要求在任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (j) 投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；
- (k) 其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何联席保荐人或整体协调人就其项下预期交易的客户；
- (l) 其以自身名义，为其自身投资目的及以自有资金投资为基础认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、监事或高级管理人员；

- (m) 其在美国境外按照证券法 S 规例中定义的“境外交易”实施认购投资者股份且其目前及将来不是美国人士；
- (n) 投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；
- (o) 投资者及其实益拥有人及／或联系人：(i)为独立于本公司或其联属人士的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见香港证监会公司收购、合并及股份回购守则）；(iii)具有履行本协议项下所有义务的财务能力；(iv)不由(a)本公司的任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、监事、最高行政人员、控股股东、主要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v)除非以书面形式向公司、联席保荐人及整体协调人披露，否则与公司或其任何股东没有关联关系；
- (p) 投资者将以自有资金投资为基础认购投资者股份，投资者未获得且不拟获得贷款或其他形式的融资以履行其在本协议下的付款义务；
- (q) 投资者、其实益拥有人及／或联系人均不是(i)任何联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”，或(ii)本公司任何现有股东的紧密联系人。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (r) 根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“全权管理投资组合”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (s) 投资者、其实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）、监事或持有本公司 5%或以上股份的现任股东，或任何前述人士的联系人或代名人；
- (t) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；

- (u) 投资者未与任何“分销商”（定义见证券法 S 规例）就 H 股股份的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；
- (v) 认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）、上市指南第 4.15 章以及证监会颁布的指引（经不时更新或修订），并且其将避免以会导致公司、联席保荐人及/或整体协调人违反该等规定的方式采取行动；
- (w) 投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (x) 投资者、其实益拥有人及/或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、联席保荐人、整体协调人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；
- (y) 投资者或其联属人士、联系人、董事、监事（如适用）、高级职员、雇员、代理人或代表与本公司或其控股股东（如招股章程中所界定）、本集团任何成员公司或其各自的联属人士、董事、监事、高级职员、雇员或代理人之间没有订立或将订立任何协议或安排，包括不符合上市规则（包括上市指南第 4.15 章）的附函；
- (z) 除根据本协议及/或符合上市指南第 4.15 章的规定外，投资者或其任何关联方均未通过簿记程序申请或下订单购买全球发售的任何股份；
- (aa) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；及
- (bb) 除先前向公司、联席保荐人及整体协调人书面披露的情况外，投资者、其实益拥有人及/或联系人没有也不会订立任何涉及投资者股份的换股安排或其他金融或投资产品。

6.3 投资者向本公司、联席保荐人及整体协调人陈述并保证，Schedule 2 所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、联席保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及/或可能由或代表本公司、联席保荐人及/或整体协调人发布的与全球发售有关的其他公告中可提及并加入其名称以及本协议的全部或部分描述（包括Schedule 2 所载的描述）或以其他方式提交予任何相关监管机构，前提是在每种情况下在本公司、联席保荐人及

整体协调人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及／或有关本公司、联席保荐人及／或多席整体协调人为确保其遵守适用法律及／或公司或证券登记及／或相关监管机构（包括但不限于联交所、证监会和中国证监会）而合理要求事项的其他信息及／或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性，并将其立即书面通知该说明的任何变更，并向公司、联席保荐人及整体协调人提供意见及该等更新信息及／或支持文件。

- 6.4 投资者了解，第6.1条及第6.2条中的保证、承诺、陈述、协议、确认和承认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、联席保荐人、整体协调人、全球发售的包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖其中所载的投资者保证、承诺、陈述、协议、确认和承认的真实性、完整性及准确性，并且投资者同意如果其中的任何保证、承诺、陈述、协议、确认或承认的任何方面不再真实、准确和完整或具有误导性或欺骗性，将立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 投资者同意并承诺，对于向本公司、联席保荐人、整体协调人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、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、代理人 and 代表（统称为“**受偿方**”），因投资者违反本协议项下的任何陈述、保证、承诺或义务而直接导致的就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任。但以下情况除外：（a）该等损失由受偿方自身的重大过失、故意不当行为或欺诈导致直接而唯一地造成，且该认定须经有管辖权的法院或仲裁庭作最终司法裁决；或（b）该等索赔源于公开文件中的重大不实陈述或遗漏，而该重大不实陈述或遗漏非基于投资者提供的信息。
- 6.6 投资者在第6.1条、第6.2条、第6.3条、第6.4条及第6.5条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期重复作出。
- 6.7 本公司陈述、保证并承诺：

- (a) 其依据中国法律依法成立并有效存续；
- (b) 其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动；
- (c) 在已足额付款并且遵守第5.1 条规定的禁售期的前提下，除投资者股份不得由中国的法人或自然人认购或在彼等之间买卖（若干中国合格境外机构投资者、沪港通或深港通下的合资格中国投资者及根据相关中国法律法规或经任何主管机关批准有权持有 H 股股份的其他人士除外）外，投资者股份将并且在根据第4.3 条交付给投资者时已缴清股款，可自由转让、且不含所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的 H 股股份享有同等地位；
- (d) 本公司、本公司控股股东（如招股章程中所界定）、本集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、高级管理人员、雇员或代理人达成任何与上市规则（包括上市指南第 4.15 章）不符的协议或安排，包括任何附函；及
- (e) 除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、监事、高级管理人员、雇员或代理人未与任何政府机关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。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载资料，且投资者就国际发售通函与购买国际发售 H 股的其他投资者拥有同等权利。

7. 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第3.2 条、第4.5 条或第4.7 条终止；
- (b) 如果在国际发售的交割当日或之前投资者方面严重违反本协议（或根据第5.3 条转让投资者股份的投资者全资子公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺协议、承认及确认），则本公司、联席保荐人及整体协调人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或
- (c) 所有各方书面同意后终止本协议。

7.2 在不影响第7.3 条规定的前提下，如果根据第7.1 条终止本协议，各方无须继续履行其在本协议项下的各自义务（第8.1 条项下的保密义务除外），各方在本协议项下的权利和责任（下文第11 条项下的权利除外）应终止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

7.3 即使本协议终止，第6.5条及投资者在本协议中作出的弥偿保证在任何情况下应继续有效。

8. 公布和保密

8.1 除非本协议和投资者签订的保密协议（如有）中另有规定，否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、联席保荐人、整体协调人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

- (a) 向联交所、证监会、中国证监会及／或本公司、联席保荐人及／或整体协调人受制的其他监管机构披露，且将由或代表本公司刊发的公开文件、营销和路演材料以及将由或代表本公司、联席保荐人及／或整体协调人刊发的与全球发售有关的其他公告或展示文件中可对投资者的背景以及本公司和投资者之间的关系作出说明；
- (b) 向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人在其需要知晓的范围内披露，但前提是披露方应：(i)促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人知晓并遵守本协议中列明的所有保密义务，及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人违反该等保密义务的行为负责；及
- (c) 任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）或证券交易所规则的要求（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提交给香港公司注册处办理登记并供展示），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

8.2 投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、联席保荐人及整体协调人的意见，并获得彼等的事先书面同意。

8.3 本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、联席保荐人及整体协调人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见和证明文件。

8.4 投资者立即承诺就编制第8.1条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景信息、与本公司的关系、所有权（包括最终实

益所有权)、及/或本公司、联席保荐人或整体协调人为了以下目的可能合理要求的事项的进一步信息及/或支持文件): (i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述, 及(ii)使本公司、联席保荐人及整体协调人遵守适用的公司或证券登记要求及/或主管监管机构(包括联交所、证监会和中国证监会)的要求。

9. 通知

9.1 本协议下传达的所有通知应使用英文或中文书写, 且应以第9.2 条要求的形式发送至以下地址:

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
公司	传真: 不适用 电邮: hefei.wang@mabwell.com 收件人: Ms. Hefei Wang (王鹤飞)	中国 上海市 中国(上海)自由贸易试验区 蔡伦路230号 2幢105室
投资人	电邮: haozhe_duan@junshipharma.com 收件人: 段昊喆	上海市浦东新区平家桥路100 弄6号晶耀前滩T7号楼15楼
中信证券	传真: +852 2868 0189 电邮: project531@clsa.com 收件人: Project 531	香港 金钟道88号 太古广场一期18楼
海通资本	电邮: project.531@htisec.com 收件人: Project 531	香港中环 港景街1号 国际金融中心一期 3001-3006室及3015-3016室
中信里昂	传真:	香港

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
	+852 2868 0189 电邮: project531@clsa.com 收件人: Project 531	金钟道 88 号 太古广场一期 18 楼
海通证券	电邮: project.531@htisec.com 收件人: Project 531	香港中环 海景街 1 号 国际金融中心一期 28 楼、30 楼 3001- 3010 室及 3015-3016 室
招银国际	传真: +852 3900 0865 电邮: project.531@cmbi.com.hk 收件人: CMBI ECM (Project 531)	香港 中环 花园道三号 冠君大厦 45 楼
兴证国际	传真: +852 3509 5900 电邮: ecm_ib@xyzq.com.hk 收件人: ECM (Project 531)	香港 上环 德辅道中 199 号 无限极广场 32

- 9.2 本协议项下交付的任何通知应以专人交付、传真或邮件发送或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如果通过电子邮件发送，则在发送时间之后立即发送（根据发件人发送电子邮件的设备上的记录，无论该电子邮件是否被确认，除非发件人收到电子邮件未送达的自动信息），及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满 48 小时（或满 6 日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. 一般规定

- 10.1 每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求的同意、批准和授权外，该方在履行其在本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。
- 10.2 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执行其在本协议项下任何或全部权利。
- 10.3 就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定应具有决定性，但有明显错误者除外。
- 10.4 投资者、本公司、联席保荐人及整体协调人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及／或批准相互配合。
- 10.5 对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。
- 10.6 本协议仅以中文签订。
- 10.7 除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方／卖方和相关受让方／买方平均承担。
- 10.8 时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。
- 10.9 本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第4条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。
- 10.10 除投资者签订的保密协议（如有）以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。
- 10.11 除第10.11条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：
- (a) 受偿方可强制执行并依赖第6.5条（但应在如同其为本协议一方的相同范围内）。

- (b) 在未获得第10.11(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。
- 10.12 联席保荐人及整体协调人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等联席保荐人或整体协调人仍应对根据本分条被授予相关权利、职责、权力及／或酌情决定权的任何联属人士的一切作为和不作为负责。
- 10.13 一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。
- 10.14 如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：
- (a) 本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或
- (b) 本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。
- 10.15 本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。
- 10.16 如果投资者在上市日期当日或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、联席保荐人及整体协调人有权解除本协议，且各方在本协议下的所有义务应立即中止。
- 10.17 每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

11. 管辖法律及司法权区

- 11.1 本协议及各方之间的关系应受香港法律管辖，并据以解释。

11.2 因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

12. 豁免权

12.1 如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. 副本

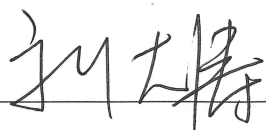
13.1 本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成一份完整的协议。以电子邮件附件（PDF 格式）或传真形式交付签字后的本协议签字页副本应视为有效的交付形式。

各方已通过其正式授权签字人于本协议文首所书之日签署了本协议，以资证明。

代表：

迈威（上海）生物科技股份有限公司

签署：



名称：刘大涛

职衔：执行董事

为及代表：

香港君实有限公司



签署：

姓名：熊俊

职务：执行董事

为及代表：

中信證券（香港）有限公司

签署：



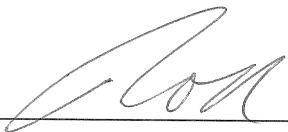
姓名：Gary Wang

职务：联席董事

为及代表：

海通国际资本有限公司

签署：



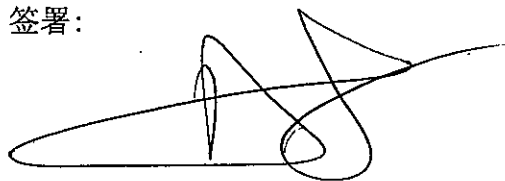
姓名：Ronny Chan

职务：董事总经理

为及代表:

中信里昂證券有限公司

签署:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

姓名: Heung Li

职务: 董事总经理

为及代表:

中信里昂證券有限公司

签署:



姓名: Gary Wang

职务: 联席董事

为及代表:

海通国际证券有限公司

签署:

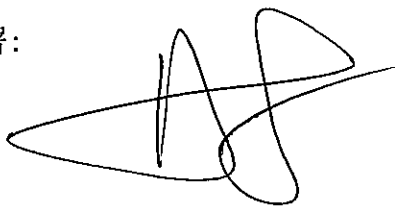
A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

姓名: Kenneth Ho

职务: 董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署:

A handwritten signature in black ink, consisting of a large, stylized 'H' shape with a vertical line through the center and a horizontal line at the bottom, all enclosed within a large, irregular loop.

姓名: Heung Li

职务: 董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署：



姓名：Gary Wang

职务：联席董事

由以下人士为及代表
海通国际证券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署：

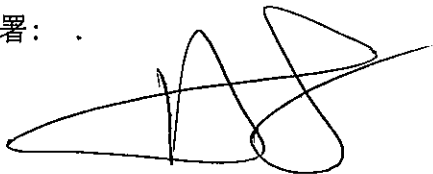
A handwritten signature in black ink, consisting of several fluid, connected strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署：

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

姓名：Heung Li

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署:



姓名: Gary Wang

职务: 联席董事

由以下人士为及代表
海通国际证券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署：

A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

SCHEDULE 1

附表一

投资者股份

投资者股份数目

投资者股份数目须等于：(1) 2000万美元的等值港元（以招股章程中披露的港元收盘价兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以(2) 发售价，舍入到最接近的一整手200股H股股份。

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的 H 股股份重新分配所影响。倘若香港公开发售的 H 股股份总需求量属于本公司的最终招股章程“全球发售的架构 – 香港公开发售 – 重新分配及回补”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i) 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%）；(ii) 上市规则第 19A.13A 条规定或联交所另行豁免的最低公众持股量规定、上市规则第 19A.13C 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

SCHEDULE 2

附表二

投资者详情

投资者

注册成立所在地:	SUITE 603, 6/F LAWS COMM PLAZA, 788 CHEUNG SHA WAN RD KLN, HONG KONG (香港九龙长沙湾道 788 号罗氏商 业广场 6 楼 603 室)
公司注册证书编号:	2819121
商业登记号码:	70614479
法人机构识别编码:	
营业地址及电话及联系人:	上海市浦东新区平家桥路 100 弄 6 号晶耀 前滩 T7 号楼 15 楼 021-61058800 段昊喆
主营业务:	医药研发咨询及转让批发; 进出口及代 理、贸易、委托生产及投资。
最终控股股东:	公司的最终控股股东、实际控制人为熊凤 祥与熊俊(父子关系), 二人的一致行动 人, 共同构成公司的最终实益拥有人。
最终控股股东的注册成立所在地:	N/A
最终控股股东的商业登记号码及其法人 机构识别编码:	N/A
最终控股股东的主营活动:	N/A
股东及所持股权:	12.59%
投资者说明(待载入招股章程):	Junshi Hong Kong Limited (香港君實有限 公司) (“Junshi Hong Kong”) is a limited company incorporated in Hong Kong in April 2019. It is a wholly-owned subsidiary of Shanghai Junshi Biosciences Co., Ltd. (上海 君實生物醫藥科技股份有限公司) (“Junshi Biosciences”, stock code: 1877.HK;

688180.SH). Junshi Biosciences was established on December 27, 2012. Its registered address is Level 4, No. 987 Cai Lun Road, China (Shanghai) Pilot Free Trade Zone, the PRC. Junshi Biosciences is an innovation-driven biopharmaceutical company with comprehensive capabilities spanning the entire industry chain from the discovery of innovative drugs to their clinical research and large-scale manufacturing and commercialization on a global scale. It is committed to developing first-in-class or best-in-class drugs through original innovation or collaboration. With the outstanding capacity for innovative drug discovery, strong biotechnology R&D capability, and large-scale production capacity, Junshi Biosciences has successfully developed a drug candidate portfolio with tremendous market potential and a well-structured research pipeline. Its innovation field has been expanded from monoclonal antibody to various drug modalities, including small molecule drugs, antibody-drug conjugates (ADCs), bispecific/multispecific antibody drugs, fusion protein, nucleic acid therapeutics and vaccines, as well as the exploration of the next-generation innovative therapies including those for cancer and autoimmune diseases. The controlling shareholders and de facto controllers of Junshi Biosciences are Mr. Xiong Fengxiang (熊鳳祥) and Mr. Xiong Jun (熊俊) (father-son relationship), who are parties acting in concert and together constitute the ultimate beneficial owners of Junshi Biosciences. The subscription of Offer Shares by Junshi Hong Kong under the relevant cornerstone investment agreement is not subject to approval by the shareholders of Junshi Biosciences, the Stock Exchange or the Shanghai Stock Exchange.

香港君實有限公司（「君實香港」）為一家於2019年4月在香港註冊成立的有限公司，為上海君實生物醫藥科技股份有限公司（「君實生物」，股票代碼：1877.HK；688180.SH）的全資子公司。

君實生物成立於2012年12月27日，註冊地址位於中國（上海）自由貿易試驗區蔡倫路987號4層，是一家創新驅動型生物製藥公司，具備完整的從創新藥物發現、在全球範圍內的臨床研究、大規模生產到商業化的全產業鏈能力。君實生物致力於通過源頭創新或合作開發同類首創或同類最優的藥物。通過卓越的創新藥物發現能力、強大的生物技術研發能力和大規模生產能力，君實生物已成功開發出極具市場潛力的藥品組合，並形成了有梯隊的在研管線。其創新領域已從單抗擴展至包括小分子藥物、抗體偶聯藥物(ADC)、雙／多特异性抗體藥物、融合蛋白、核酸類藥物、疫苗等更多類型的藥物，以及針對癌症、自身免疫性疾病等下一代創新療法的探索。君實生物的控股股東、實際控制人為熊鳳祥與熊俊（父子關係），二人為一致行動人，共同構成君實生物的最終實益擁有人。君實香港根據相關基石投資協議認購發售股份無須君實生物股東、聯交所或上海證券交易所批准。

相关投资者类别（联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别）： 基石投资者

基石投资协议

2026 年 4 月 16 日

迈威（上海）生物科技股份有限公司

与

SANJIN INTERNATIONAL CO., LTD.

及

中信證券（香港）有限公司

及

海通国际资本有限公司

及

中信里昂證券有限公司

及

海通国际证券有限公司

及

招银国际融资有限公司

及

兴证国际融资有限公司

本协议（本“协议”）于2026年4月16日订立

订约方为：

- (1) **迈威（上海）生物科技股份有限公司**，一家于2017年5月12日根据中国法律成立的有限公司，其于2020年6月30日改制为在中国成立的股份有限公司，其注册地址位于中国上海市中国（上海）自由贸易试验区蔡伦路230号2幢105室（“**本公司**”）；
- (2) **SANJIN INTERNATIONAL CO., LTD.**，一家于英属维京群岛注册成立的公司，其注册地址位于Ritter House, Wickhams Cay II, PO Box 3170, Road Town, Tortola VG1110, British Virgin Islands（“**投资者**”）；
- (3) **中信證券（香港）有限公司**，位于香港金钟道88号太古广场一期18楼（“**中信证券**”）；
- (4) **海通国际资本有限公司**，位于香港中环港景街1号国际金融中心一期3001-3006室及3015-3016室（“**海通资本**”，与中信证券统称及各自称为“**联席保荐人**”）；
- (5) **中信里昂證券有限公司**，位于香港金钟道88号太古广场一期18楼（“**中信里昂**”）；
- (6) **海通国际证券有限公司**，位于香港中环海景街1号国际金融中心一期28楼、30楼3001-3010室及3015-3016室（“**海通证券**”，与中信里昂统称及各自称为“**保荐人兼整体协调人**”）；
- (7) **招银国际融资有限公司**，位于香港中环花园道三号冠君大厦45楼（“**招银国际**”）；及
- (8) **兴证国际融资有限公司**，位于香港上环德辅道中199号无限极广场32楼（“**兴证国际**”，与中信里昂、海通证券和招银国际统称及各自称为“**整体协调人**”）。

鉴于：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其H股股份（定义见下文）在联交所（定义见下文）上市，全球发售包括：
 - (i) 本公司通过首次公开发售以供香港公众认购于招股章程（定义见下文）中所述数量的H股股份（可予调整）（“**香港公开发售**”）；及
 - (ii) 根据证券法（定义见下文）S规例和在美国境外向投资者（包括向香港的专业及机构投资者进行配售）首次有条件配售本公司发售的于招股章程中所述数量的H股股份（可予调整）（“**国际发售**”）。

(B) 中信证券和海通资本担任全球发售的联席保荐人，由中信里昂和海通证券担任全球发售的保荐人兼整体协调人，并由中信里昂、海通证券、招银国际和兴证国际担任全球发售的整体协调人。

(C) 投资者希望受限于及根据本协议列明的条款及条件认购作为国际发售一部分的投资者股份（定义见下文）。

特此约定如下：

1. 定义和解释

1.1 本协议（包括其附表及背景陈述）中，下列各词语及表达除文义另有规定外，须具有以下涵义：

“**联属人士**”就特定个人或实体而言，除文义另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受上述特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，“控制”（包括“控制”、“受控制”及“共同受控制”）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

“**会财局**”指香港会计及财务汇报局；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第6.2(g)条赋予该词的涵义；

“**A 股**”指本公司发行的每股面值人民币 1.00 元的普通股，于上海证券交易所科创板上市，并以人民币买卖；

“**联系人／紧密联系人**”须具有上市规则赋予该词的涵义，“**多位联系人／多位紧密联系人**”亦须据此解释；

“**经纪佣金**”指依照上市规则费用规则第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）；

“**中央结算系统**”指由香港中央结算有限公司设立及运作的香港中央结算及交收系统；

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

“**公司条例**”指不时经修订、补充或以其他方式修改的《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改的《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**”须具有上市规则赋予该词的涵义，除非上下文另有解释，“**多位关连人士／多位核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

“**控股股东**”除文义另有规定外，须具有上市规则赋予该词的涵义，“**多位控股股东**”亦须据此解释；

“**中国证监会**”指中国证券监督管理委员会，其为负责监督和管理中国证券市场的监督管理机构；

“**中国证监会备案规定**”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引，包括其不时进行的修改、补充或其他修改。

“**处置**”指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售或者设立任何产权负担或同意设立任何产权负担），或者（无论直接或间接地并且无论有条件或无条件地）就可转换为、可行使以获得或可兑换为该等相关股份或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或
- (ii) 订立任何换股或其他安排，以将该等相关股份或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或
- (iii) 订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

“**FINI**”具有上市规则项下赋予该词的涵义；

“**全球发售**”具有背景陈述(A)赋予该词的涵义；

“**政府机关**”指任何政府、政府间、监管或行政委员会、理事会、团体、部门、机关或机构或任何证券交易所(包括但不限于联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关，不论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关；

“**本集团**”指本公司和其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

“**H 股**”是指公司股本中每股面值人民币 1.00 元的普通股，将以港元认购及买卖，并将于联交所上市；

“**受偿方**”具有第6.5 条赋予该词的涵义；并且“**受偿方**”应视文意而定，指其中任何一方；

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

“**国际发售通函**”指本公司拟就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条赋予该词的涵义；

“**投资者股份**”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的 H 股股份数目（如Schedule 1 所计算）；

“**联席保荐人**”具有背景陈述(B)赋予该词的涵义，也指其中任何一方（视文义而定）；

“**法律**”指所有相关司法管辖区的任何政府机关（包括但不限于联交所、证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”指占总投资额的0.0027%的证监会交易征费（或者于上市日期适用的交易征费）、占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）以及占总投资额的 0.00015%的会财局交易征费（或者于上市日期适用的交易征费）；

“**上市日期**”指 H 股股份首次于联交所主板上市的日期；

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

“**上市规则**”指香港联合交易所有限公司证券上市规则及联交所不时修订、补充或以其他方式修改的上市决策、指引和其他上市要求；

“**禁售期**”具有第5.1 条赋予该词的涵义；

“**发售价**”指根据全球发售发行或出售 H 股股份的每股股份最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”指名列招股章程“董事、监事及参与全球发售的各方”一节的整体协调人，也指其中任何一方（视文义而定）；

“**各方**”指本协议中具名的各方，“**一方**”指其中任何一方（视文义而定）；

“**中国**”指中华人民共和国，就本协议而言，不包括中国香港、澳门及台湾地区；

“**初步发售通函**”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的初步发售通函及不时对其进行的修订、补充或其他修改；

“**专业投资者**”指具有证券及期货条例附表一第一部赋予该词的涵义；

“**以自有资金投资为基础**”指投资人并非作为任何第三方的代理人，而是为其自身利益及投资目的所进行的投资，无论该等投资是否为该投资人的任何股东或基金投资人之利益而进行；

“**招股章程**”指本公司将就香港公开发售于香港发行的最终招股章程；

“**公开文件**”指经不时修订或补充的，国际发售的初步发售通函及国际发售通函、及本公司将就香港公开发售在香港刊发的招股章程以及本公司可能就全球发售可能刊发的此类其他文件和公告；

“**监管机构**”具有第6.2(i)条赋予该词的涵义；

“**相关股份**”指投资者或在本协议第2.2 条下投资者全资附属公司（如有）依据本协议认购的投资者股份，以及依据任何供股、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）；

“**人民币**”指人民币，中国法定货币；

“**证券法**”指美国 1933 年证券法（经不时修订、补充或以其他方式修改）及据此颁布的规则及规例；

“**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、补充或以其他方式修改的《证券及期货条例》（香港法例第 571 章）；

“**股份**”指本公司股本中每股面值人民币 1.00 元的普通股，包括 A 股及 H 股；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例所载的涵义；

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法项下的 S 规例赋予该词的涵义。

1.2 本协议中除文义另有要求外：

- (a) 对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 背景陈述和附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述和附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；

- (f) 对法规、法律条文、规定或规则的提述包括对以下内容的提述：
 - (i) 不时合并、修订、补充、修改、重新制定的该法规、条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
 - (ii) 就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
 - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对“**规章**”的提述包括任何政府、政府间或超国家团体、机构、部门或任何监管机构、自律监管机构或其他机关或组织作出的（无论是否具有法律效力的）任何规章、规则、官方指令、意见、通知、通函、命令、要求或指引；
- (h) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (i) 对“**人士**”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；
- (j) 对“**包括**”的提述应被解释为包括但不限于；及
- (k) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. 投资

2.1 在下文第3条所指的条件得到落实（或各方共同豁免，但第3.1(a), 3.1(b), 3.1(c), 3.1(d)和3.1(e)条所列条件不得豁免并且第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免）的情况下，及依据本协议载明的其他条款及条件：

- (a) 投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及／或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配发和配售并且整体协调人将向投资者分配及／或交付（视情况而定）或者促使分配及／或交付（视情况而定）投资者股份；及
- (b) 投资者将按照第4.2条支付投资者股份的总投资额、经纪佣金及征费。

2.2 投资者可通过向本公司、联席保荐人及整体协调人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的投资者全资附属公司认购投资者股份，且该全资附属公司 (i) 目前及将来不是美国人士；(ii) 位于美国境外且 (iii)按照证券法 S 规例在境外交易中购买投资者股份，前提是：

- (a) 投资者须促使该全资附属公司在该日向本公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认的约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、联席保荐人及整体协调人保证该全资附属公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)承诺按照第6.5条一经要求即向各受偿方作出完全及有效的弥偿，并按要求始终使其得到弥偿。

投资者在第2.2条下的责任构成直接、主要及无条件的责任，以按要求向本公司、联席保荐人及整体协调人支付该全资附属公司有责任根据本协议支付的款项，并按要求立即履行该全资附属公司在本协议下的任何责任，而无需本公司、联席保荐人及整体协调人首先对该全资附属公司或任何其他人士采取措施。除文义另有规定者外，投资者一词须根据本协议诠释以涵盖该全资附属公司。

- 2.3 本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据Schedule 1决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

3. 交割条件

- 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，以及本公司及整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所列条件不得豁免并且第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免）：

- (a) 香港公开发售的包销协议及国际发售的包销协议已经订立且在不晚于此等包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；
- (b) 本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价，并且与全球发售相关的定价协议的各方已签署该定价协议；
- (c) 联交所上市委员会已批准H股的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；

- (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，且该等受理通知书及／或经公布的备案结果于联交所开始买卖 H 股之前并未被拒绝、撤回、撤销或使其无效；
- (e) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；及
- (f) 投资者在本协议项下的各项陈述、保证、承认、承诺和确认在所有方面现时（截至本协议之日）及将来（截至上市日期）均属准确、真实及完整，且不具有误导性或欺骗性，且投资者概无严重违反本协议。

3.2 如果第3.1 条所载的任何条件于本协议生效之日后满一百八十（180）天（或本公司、投资者、联席保荐人及整体协调人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 3.1(e)条所列条件不得豁免并且第 3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后 30 天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、联席保荐人及／或整体协调人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本条文的内容不得被解释为使投资者有权在本条文项下前述日期之前的期间内对投资者在本协议项下的各项陈述、保证、承诺、承认及确认的任何违反进行补救。

3.3 投资者承认无法保证全球发售将完成、不被延迟或终止、或发售价将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延迟或终止、未在拟定日期和时间之前进行、完成或根本未予完成、或发售价未处于公开文件所载列的示意性区间内，本公司、联席保荐人或整体协调人不向投资者承担任何责任。投资者特此放弃基于全球发售延迟或出于任何原因被延迟或终止、未在拟议日期和时间之前进行、完成或根本未予完成、或发售价未处于公开文件所载列的示意性区间内而向本公司、联席保荐人及／或整体协调人或其各自的联属人士、附属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理人、顾问和代表提起任何申索或诉讼的权利（如有）。

4. 交割

4.1 根据第3 条和本第4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的国际代表身份的整体协调人（及／或

其联属人士），按发售价认购投资者股份。因此，投资者股份将在国际发售交割时被认购，时间及方式须由本公司和整体协调人确定。

- 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香港时间上午八点或之前通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少两(2)个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 在依据第4.2条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两（2）个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.4 在不损害本协议第4.2条的规定下，投资者股份的交付及付款亦可以本公司、联席保荐人、整体协调人及投资者书面协议的任何其他方式进行，以及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香港时间上午八点前付款。
- 4.5 如果总投资额和相关经纪佣金及征费的付款（无论全部或部分）并未于本协议规定的时间及方式收取或结清，则本公司、联席保荐人及整体协调人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任须停止及终止（但不得损害本公司、联席保荐人及整体协调人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第6.5条在税后基础上完全负责承担并向各受偿方作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。
- 4.6 如果不能满足(a)上市规则第 8.08(3)条的规定，即在上市日前三大公众股东实益拥有的 H 股股份不得超过公众持股量的 50%；(b)上市规则第 19A.13A 条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 19A.13C 条规定的最低自由流通量规定；(d)上市规则第 18 项应用指引第 3.2 段；或(e)上市规则有关 H 股公众持股量的任何其他规定，则整体协调人和本公司有权自行决定调整分配投资者认购的投资者股份数量，以满足上市规则第 8.08(3)条的规定或上市规则有关 H 股公众持股量的相关规定。
- 4.7 如本公司、联席保荐人，整体协调人及其各自的联属人士各自因其控制以外（视乎情况而定）的状况，包括但不限于天灾、洪水、已宣布或未宣布的战争、恐怖主义活动、国家、国际或地区紧急状态、灾害、灾难、经济制裁、爆炸、海啸、地震、火山爆发、严重交通中断、政府运作失能、公众骚乱、政治动荡、敌对行动的爆发或升级、疾病或大流行病的爆发或升级（包括但不限于 SARS、猪或禽流感、H5N1、H1N1、H1N7、H7N9、MERS、新冠肺炎以及此类相关/突

变形式)、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、技术故障、意外或机械或电气故障、计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况,而被阻止或延迟履行其在本协议下的义务,本公司、联席保荐人,整体协调人或其各自的联属人士、附属公司、高级管理人员、董事、监事(如适用)、雇员、员工、联系人、合伙人、代理人、顾问和代表各自无需(无论是共同或单独)就任何延迟或未能执行其在本协议下规定的义务承担任何责任,且本公司、联席保荐人及整体协调人各自有权终止本协议。

5. 对投资者的限制

- 5.1 按照第5.3条,投资者代表自身以及其全资附属公司(当投资者股份将由该全资附属公司持有,如有)与本公司、联席保荐人及整体协调人达成一致、订立契约并承诺,未经本公司、联席保荐人及整体协调人各自的事先书面同意,投资者自上市日期(包括该日期)起至上市日期后六(6)个月之日(包括该日期)止(“禁售期”)内的任何时间,投资者不会并促使其联属人士不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益,包括任何可转换、可交换、可行使的证券或代表可收取上述证券的权利;(ii)允许其自身在其最终实益拥有人层面发生控制权改变(其定义见证监会颁布的《公司收购、合并及股份回购守则》);(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易;或(iv)同意或订立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,以现金或其它方式结算。
- 5.2 本公司、联席保荐人及整体协调人承认,在第5.1条规定的禁售期届满后,投资者或全资附属公司,可在符合适用法律规定的情况下自由处置任何有关股份,但投资者须遵守所有适用法律。
- 5.3 第5.1条的任何规定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,前提是,在所有情况下:
- (a) 在此类转让之前,该全资附属公司须发出按本公司、联席保荐人及整体协调人信纳的条款及形式作出及致彼等并以彼等为受益人的书面承诺,表示同意受让且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束,包括但不限于本第5条载列的对投资者的限制,犹如该全资附属公司本身受上述义务和限制的规限;
 - (b) 该全资附属公司应被视为已作出第6条规定的相同承认、确认、承诺、陈述及保证;

- (c) 投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；
- (d) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且任何情况下于不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、联席保荐人及整体协调人信纳的条款及形式作出或投资者促致其作出及致彼等的书面承诺，表示同意，且投资者须促致该全资附属公司将，受本协议下投资者义务的约束，包括但不限于本协议第5条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及
- (e) 该全资附属公司(i) 目前不是也将不会成为美国人士，也不是为了美国人士的原因或利益购买相关股份；(ii) 目前及将会位于美国境外且(iii)将会按照证券法 S 规例在境外交易中购买相关股份。

- 5.4 投资者同意并承诺，除了获得本公司、联席保荐人及整体协调人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“主要股东”而不时规定的其他百分比）且投资者于上市日期后 12 个月内不会成为公司所指的核心关连人士（定义见上市规则）。此外，投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的持股总额（直接和间接）不应导致公众人士持有的本公司证券总额（根据上市规则的规定及由联交所解释，包括但不限于上市规则第 8.08 条及第 19A.13A 条）低于上市规则第 8.08 条所规定的百分比或联交所不时可能批准并适用于本公司的其他百分比。投资者同意，如果投资者注意到上述任何情况，将书面通知本公司、联席保荐人及整体协调人。
- 5.5 投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、联席保荐人及／或整体协调人合理要求后，向本公司、联席保荐人及整体协调人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得且须促致其控股股东、联系人及其各自的实益所有人均不得在簿记建档过程中申请或下单购买全球发售下的 H 股股份（投资者股份除外）或申请认购香港公开发售下的 H 股股份。
- 5.6 投资者及其联属人士、联系人、董事、监事（如适用）、高级管理人员、雇员、代理人或代表不得直接或间接与本公司、本公司控股股东（如招股章程中所界定）、本集团任何成员公司或其各自联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员或代理人签订违背或违反上市规则（包括上市指南第 4.15 章或香港监管机构发布的其他书面指引）的任何安排或协议（包括任何附函）。

5.7 投资者将在未获得外部融资的情况下利用内部资源为其认购投资者股份提供资金。

6. 承认、陈述、保证及承诺等

6.1 投资者向本公司、联席保荐人和整体协调人中的每一方陈述、承诺、保证、承认、同意及确认：

- (a) 本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的示意性区间，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎公开文件所载的示意性区间，本公司、联席保荐人、整体协调人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何责任；
- (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及作为展示文件的重大合同；
- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人（定义见上市规则）披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；
- (d) 投资者确认及同意本公司、联席保荐人及整体协调人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交其根据本协议购买 H 股股份或以其他方式参与配售的信息；投资者确认并承诺披露和提供有关其他直接或间接投资者透过换股安排或其提供或管理的其他金融或投资产品投资于 H 股股份的所有必要资料（包括但不限于身份和认购金额）；
- (e) 发售价完全且排他性地按照全球发售的条款和条件由本公司及整体协调人（代表自身及全球发售包销商）厘定，并且投资者概无任何权利就此提出任何异议；
- (f) 投资者将由投资者通过整体协调人及／或其作为国际发售中国际包销商的国际代表身份的联属人士认购；
- (g) 投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；

- (h) 投资者股份数目可受根据上市规则第 18 项应用指引或上市指南第 4.14 章或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的 H 股股份重新分配所影响；
- (i) 在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、联席保荐人及／或整体协调人已经、或可能及／或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (j) 本公司、联席保荐人及整体协调人，或其各自的任何联属人士、联系人、附属公司、代理人、董事、监事、高级管理人员、雇员、合伙人、顾问或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、融资、货币或经济等后果承担任何责任；
- (k) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何人士的原因或利益，除非该司法管辖区适用法律允许；
- (l) 其理解并同意投资者股份的转让仅可(A)根据证券法第 144A 条或证券法项下的其他可享有的豁免在美国境内进行；或(B)根据证券法 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (m) 其理解，本公司、联席保荐人、整体协调人或国际发售的任何国际包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、联系人、合伙人和代表均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有证券法第 144 条或证券法项下任何其他可享有的豁免的任何陈述；
- (n) 除第 5.3 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；
- (o) 在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何联席保荐人、整体协调人、其他包销商以及本公司、其各自的联属人士、联系人、附属公司、代理人、董事、监事（如适用）、高级管理人员、员工、合伙人、顾问和代表因本协议和全球发售而产生或与之相关的任何索赔；

- (p) 其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及／或内幕信息（定义见证券及期货条例）的信息，且在不影响其已签订的任何保密协议的前提下，其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问、及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者、或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第(p)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (q) 本协议、在保密基础上提供给投资者及／或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及／或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
- (i) 可能已经提供给投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
 - (ii) 可能已经提供给（无论书面或口头地）投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股股份或其他证券的要约或邀请的依据；及
 - (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；
- (r) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

- (s) 其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、联席保荐人或整体协调人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；
- (t) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、联席保荐人及／或整体协调人（包括其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由公司、联席保荐人、整体协调人或各自的董事、监事（如适用）、高级职员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、联席保荐人、整体协调人及其各自的董事、监事（附属公司、适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、联席保荐人、整体协调人及其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其董事、监事（如适用）、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何责任；
- (u) 联席保荐人、整体协调人、其他全球发售的包销商及其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、监事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；
- (v) 投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；
- (w) 其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，

或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何联席保荐人、整体协调人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、联席保荐人、整体协调人或其各自的联系人、联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员、合伙人、顾问、代理或代表，以及参与全球发售的任何其他方均不对投资者股份的收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (x) 投资者了解投资者股份目前不存在公开市场，且本公司、联席保荐人、整体协调人、全球发售包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、代表、联系人及合伙人，以及参与全球发售的任何各方均未就投资者股份将永远存在公开或活跃市场作出任何保证；
- (y) 如果出于任何原因，全球发售被延迟或终止或无法完成，本公司、联席保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级管理人员、雇员、合作伙伴、顾问、代理人或代表均不对投资者或其附属公司负有任何责任；
- (z) 本公司及整体协调人将拥有全权绝对酌情决定权改变或调整(i)全球发售项下将予发行的H股股份数目；(ii)全球发售项下香港公开发售及国际发售的H股股份数量；及(iii)其他调整或重新分配发售的H股股份、发售价区间及最终发售价，但须经联交所批准并符合适用法律；
- (aa) 投资者与本公司、本公司任何股东、联席保荐人及／或整体协调人之间不存在与全球发售相关的其他协议，除本协议以及投资者、本公司、联席保荐人及整体协调人签订的保密协议（如有）之外；
- (bb) 投资者并未因任何直接出售（按照证券法S规例中定义）而购买投资者股份，且投资者、其任何联属人士及代表投资者或其任何联属人士的任何人士均未参与及将不会参与有关投资者股份的任何直接出售（按照证券法S规例中定义）；
- (cc) H股的任何交易须遵守适用法律及法规，包括根据证券及期货条例、上市规则、证券法及任何主要证券交易所的任何其他适用法律、法规及相关规则买卖股份的限制；
- (dd) 除非遵守本协议中的限制规定，否则任何针对相关股份的要约、出售、质押或其他转让均不被本公司承认；及

- (ee) 投资者同意应在上市日期的香港时间上午八时前或根据第4.4条约定的有关其他日期前支付总投资额及相关经纪佣金和征费。

6.2 投资者向本公司、联席保荐人及整体协调人进一步承认、陈述、保证及承诺：

- (a) 其根据其成立地的法律正式成立、有效存续，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (c) 其具有合法权利和权限拥有、使用、租赁和经营其资产，并以目前的方式开展其业务；
- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；
- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；
- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“批准”），而该等批准保持全面有效及并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议日期，所有批准均未被撤回，投资者亦不知悉任何可能导致批准失效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果任何批准不再具有充分效力或因任何原因失效、被撤销、撤回或搁置，将立即书面通知本公司、联席保荐人及整体协调人；
- (h) 投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组建或组织章程文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用的任何司法管辖区的法律，或(iii)对投资者具有约束力的任何协议或其他文书，或(iv)对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在任何监管机构规定的时间内，直接或通过本公司、联席保荐人及／或整体协调人间接地向联交所、证监会、中国证监会及/或任

何其他政府、公共、货币或监管部门或机关或证券交易所（合称“**监管机构**”）提供或促成提供并同意披露该等监管机构要求的信息（包括但不限于(i)投资者及投资者股份最终实益所有人及／或最终负责对认购发出指示的人员（如有）的身份信息（包括但不限于姓名、注册成立地点）、(ii)本协议下进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数目、总投资额、本协议下的禁售期限限制）、(iii)交易结构（包括涉及投资者股份的任何换股安排或其他金融或投资产品、直接及间接认购人及其最终实益所有人及该换股安排或其他金融或投资产品的提供者的身份资料）、(iv)投资者或其实益所有人和联系人与本公司及其任何股东的任何关联关系）（“**投资者相关信息**”）。投资者进一步授权本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、董事、监事（如适用）、高级职员、员工、顾问和代表向该等监管机构披露及按照上市规则或适用法律或有关监管机构的要求在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；
- (k) 其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何联席保荐人或整体协调人就其项下预期交易的客户；
- (l) 其以自身名义，为其自身投资目的及以自有资金投资为基础认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、监事或高级管理人员；
- (m) 其在美国境外按照证券法 S 规例中定义的“境外交易”实施认购投资者股份且其目前及将来不是美国人士；
- (n) 投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；
- (o) 投资者及其实益拥有人及／或联系人：(i)为独立于本公司或其联属人士的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见香港证监会公司收购、合并及股份回购守则）；(iii)具有履行本协议项下所有义务的财务能力；(iv)不由(a)本公司的任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、监事、最高行政人员、控股股东、

主要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v) 除非以书面形式向公司、联席保荐人及整体协调人披露，否则与公司或其任何股东没有关联关系；

- (p) 投资者将以自有资金投资为基础认购投资者股份，投资者未获得且不拟获得贷款或其他形式的融资以履行其在本协议下的付款义务；
- (q) 投资者、其实益拥有人及／或联系人均不是(i)任何联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”，或(ii) 本公司任何现有股东的紧密联系人。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (r) 根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“全权管理投资组合”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (s) 投资者、其实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）、监事或持有本公司 5%或以上股份的现任股东，或任何前述人士的联系人或代名人；
- (t) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (u) 投资者未与任何“分销商”（定义见证券法 S 规例）就 H 股股份的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；
- (v) 认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）、上市指南第 4.15 章以及证监会颁布的指引（经不时更新或修订），并且其将避免以会导致公司、联席保荐人及/或整体协调人违反该等规定的方式采取行动；
- (w) 投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (x) 投资者、其实益拥有人及／或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、联席保荐人、整体协调人或者全球发售的任一

包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；

- (y) 投资者或其联属人士、联系人、董事、监事（如适用）、高级职员、雇员、代理人或代表与本公司或其控股股东（如招股章程中所界定）、本集团任何成员公司或其各自的联属人士、董事、监事、高级职员、雇员或代理人之间没有订立或将订立任何协议或安排，包括不符合上市规则（包括上市指南第 4.15 章）的附函；
- (z) 除根据本协议及/或符合上市指南第 4.15 章的规定外，投资者或其任何关联方均未通过簿记程序申请或下订单购买全球发售的任何股份；
- (aa) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；及
- (bb) 除先前向公司、联席保荐人及整体协调人书面披露的情况外，投资者、其实益拥有人及/或联系人没有也不会订立任何涉及投资者股份的换股安排或其他金融或投资产品。

6.3 投资者向本公司、联席保荐人及整体协调人陈述并保证，Schedule 2 所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、联席保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及/或可能由或代表本公司、联席保荐人及/或整体协调人发布的与全球发售有关的其他公告中可提及并加入其名称以及本协议的全部或部分描述（包括Schedule 2 所载的描述）或以其他方式提交予任何相关监管机构，前提是在每种情况下在本公司、联席保荐人及整体协调人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及/或有关本公司、联席保荐人及/或多席整体协调人为确保其遵守适用法律及/或公司或证券登记及/或相关监管机构（包括但不限于联交所、证监会和中国证监会）而合理要求事项的其他信息及/或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性，并将其将立即书面通知该说明的任何变更，并向公司、联席保荐人及整体协调人提供意见及该等更新信息及/或支持文件。

6.4 投资者了解，第6.1 条及第6.2 条中的保证、承诺、陈述、协议、确认和承认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、联席保荐人、整体协调人、全球发售的包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖其中所载的投资者保证、承诺、陈述、协议、确认

和承认的真实性、完整性及准确性，并且投资者同意如果其中的任何保证、承诺、陈述、协议、确认或承认的任何方面不再真实、准确和完整或具有误导性或欺骗性，将立即书面通知本公司、联席保荐人及整体协调人。

- 6.5 投资者同意并承诺，对于向本公司、联席保荐人、整体协调人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、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、代理人和代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任。
- 6.6 投资者在第6.1条、第6.2条、第6.3条、第6.4条及第6.5条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期重复作出。
- 6.7 本公司陈述、保证并承诺：
- (a) 其依据中国法律依法成立并有效存续；
 - (b) 其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动；
 - (c) 本协议已由其正式授权、签署及交付，并构成对其法定、有效及具有约束力的义务，并可根据本协议条款对其强制执行；其本公司已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
 - (d) 在已足额付款并且遵守第5.1条规定的禁售期的前提下，除投资者股份不得由中国的法人或自然人认购或在彼等之间买卖（若干中国合格境外机构投资者投资者、沪港通或深港通下的合资格中国投资者及根据相关中国法律法规或经任何主管机关批准有权持有H股股份的其他人士除外）外，投资者股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，应与届时在联交所发行并上市的H股股份享有同等待位；

- (e) 本公司、本公司控股股东（如招股章程中所界定）、本集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、高级管理人员、雇员或代理人达成任何与上市规则（包括上市指南第 4.15 章）不符的协议或安排，包括任何附函；及
 - (f) 除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、监事、高级管理人员、雇员或代理人未与任何政府机关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。
- 6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载资料，且投资者就国际发售通函与购买国际发售 H 股的其他投资者拥有同等权利。
- 6.9 本公司在第 6.7 条中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期重复作出。
- 7. 终止**
- 7.1 本协议可在以下情况下终止：
- (a) 根据第 3.2 条、第 4.5 条或第 4.7 条终止；
 - (b) 如果在国际发售的交割当日或之前投资者方面严重违反本协议（或根据第 5.3 条转让投资者股份的投资者全资子公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺协议、承认及确认），则本公司、联席保荐人及整体协调人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或
 - (c) 所有各方书面同意后终止本协议。
- 7.2 在不影响第 7.3 条规定的前提下，如果根据第 7.1 条终止本协议，各方无须继续履行其在本协议项下的各自义务（第 8.1 条项下的保密义务除外），各方在本协议项下的权利和责任（下文第 11 条项下的权利除外）应终止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。
- 7.3 即使本协议终止，第 6.5 条及投资者在本协议中作出的弥偿保证在任何情况下应继续有效。
- 8. 公布和保密**
- 8.1 除非本协议和投资者签订的保密协议（如有）中另有规定，否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、联席保荐人、整体协调人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

- (a) 向联交所、证监会、中国证监会及／或本公司、联席保荐人及／或整体协调人受制的其他监管机构披露，且将由或代表本公司刊发的公开文件、营销和路演材料以及将由或代表本公司、联席保荐人及／或整体协调人刊发的与全球发售有关的其他公告或展示文件中可对投资者的背景以及本公司和投资者之间的关系作出说明；
 - (b) 向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人在其需要知晓的范围内披露，但前提是披露方应：(i)促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人知晓并遵守本协议中列明的所有保密义务，及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人违反该等保密义务的行为负责；及
 - (c) 任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）或证券交易所规则的要求（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提交给香港公司注册处办理登记并供展示），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。
- 8.2 投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、联席保荐人及整体协调人的意见，并获得彼等的事先书面同意。
- 8.3 本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、联席保荐人及整体协调人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见和证明文件。
- 8.4 投资者立即承诺就编制第8.1条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景信息、与本公司的关系、所有权（包括最终实益所有权）、及／或本公司、联席保荐人或整体协调人为了以下目的可能合理要求的事项的进一步信息及／或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、联席保荐人及整体协调人遵守适用的公司或证券登记要求及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

9. 通知

9.1 本协议下传达的所有通知应使用英文或中文书写，且应以第9.2 条要求的形式发送至以下地址：

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
公司	传真： 不适用 电邮： hefei.wang@mabwell.com 收件人： Ms. Hefei Wang (王鹤飞)	中国 上海市 中国（上海）自由贸易试验区 蔡伦路 230 号 2 幢 105 室
投资者	电邮： 1125873493@qq.com 收件人： Yi Peng(彭轶)	中国 广西壮族自治区 桂林市临桂区人民南路 9 号 投资部
中信证券	传真： +852 2868 0189 电邮： project531@clsa.com 收件人： Project 531	香港 金钟道 88 号 太古广场一期 18 楼
海通资本	电邮： project.531@htisec.com 收件人： Project 531	香港中环 港景街 1 号 国际金融中心一期 3001-3006 室及 3015-3016 室
中信里昂	传真： +852 2868 0189 电邮： project531@clsa.com 收件人：	香港 金钟道 88 号 太古广场一期 18 楼

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
	Project 531	
海通证券	电邮: project.531@htisec.com 收件人: Project 531	香港中环 海景街1号 国际金融中心一期 28楼、30楼3001- 3010室及3015-3016室
招银国际	传真: +852 3900 0865 电邮: project.531@cmbi.com.hk 收件人: CMBI ECM (Project 531)	香港 中环 花园道三号 冠君大厦45楼
兴证国际	传真: +852 3509 5900 电邮: ecm_ib@xyzq.com.hk 收件人: ECM (Project 531)	香港 上环 德辅道中199号 无限极广场32

- 9.2 本协议项下交付的任何通知应以专人交付、传真或邮件发送或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如果通过电子邮件发送，则在发送时间之后立即发送（根据发件人发送电子邮件的设备上的记录，无论该电子邮件是否被确认，除非发件人收到电子邮件未送达的自动信息），及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满48小时（或满6日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. 一般规定

- 10.1 每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求的同意、批准和授权外，该方在履行其在

本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。

- 10.2 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执行其在本协议项下任何或全部权利。
- 10.3 就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定应具有决定性，但有明显错误者除外。
- 10.4 投资者、本公司、联席保荐人及整体协调人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及／或批准相互配合。
- 10.5 对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。
- 10.6 本协议仅以中文签订。
- 10.7 除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方／卖方和相关受让方／买方平均承担。
- 10.8 时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。
- 10.9 本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第4条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。
- 10.10 除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。
- 10.11 除第10.11条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：
- (a) 受偿方可强制执行并依赖第6.5条（但应在如同其为本协议一方的相同范围内）。
- (b) 在未获得第(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。

- 10.12 联席保荐人及整体协调人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等联席保荐人或整体协调人仍应对根据本分条被授予相关权利、职责、权力及／或酌情决定权的任何联属人士的一切作为和不作为负责。
- 10.13 一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。
- 10.14 如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：
- (a) 本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或
 - (b) 本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。
- 10.15 本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。
- 10.16 如果投资者在上市日期当日或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、联席保荐人及整体协调人有权解除本协议，且各方在本协议下的所有义务应立即中止。
- 10.17 每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

11. 管辖法律及司法权区

- 11.1 本协议及各方之间的关系应受香港法律管辖，并据以解释。
- 11.2 因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名

仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

12. 豁免权

- 12.1 如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不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柴湾永泰道 50 号港利中心 910 室的仁泰药业有限公司，代表其接收香港法律程序中送达的法律程序文件。将任何法律程序文件送达至法律程序文件代理人，即视为该等文件已妥为送达（无论是否已转交给投资者且由投资者接收）。
- 13.2 如果该法律程序文件代理人因任何原因而无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意，其将另行委任一名为本公司、联席保荐人及整体协调人认可的替代法律程序文件代理人，并在此等委任的 30 天内，向本公司、联席保荐人及整体协调人送达一份新法律程序文件代理人的接受委任书。

14. 副本

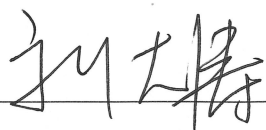
- 14.1 本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成一份完整的协议。以电子邮件附件（PDF 格式）或传真形式交付签字后的本协议签字页副本应视为有效的交付形式。

各方已通过其正式授权签字人于本协议文首所书之日签署了本协议，以资证明。

代表：

迈威（上海）生物科技股份有限公司

签署：

_____

名称：刘大涛

职衔：执行董事

(此页无正文，为迈威生物基石投资协议签字页)

为及代表：

SANJIN INTERNATIONAL CO., LTD.



签署：

A stylized handwritten signature in black ink, written over a horizontal line. The signature appears to be "邹洵".

姓名： 邹洵

职务： 法定代表人

为及代表：

中信證券（香港）有限公司

签署：



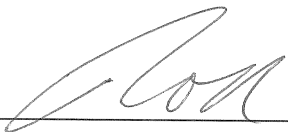
姓名：Gary Wang

职务：联席董事

为及代表：

海通国际资本有限公司

签署：



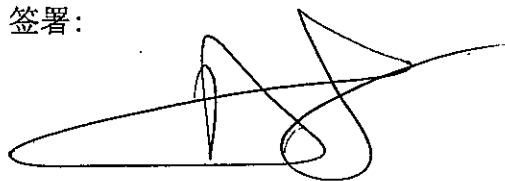
姓名：Ronny Chan

职务：董事总经理

为及代表:

中信里昂證券有限公司

签署:

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

姓名: Heung Li

职务: 董事总经理

为及代表:

中信里昂證券有限公司

签署:



姓名: Gary Wang

职务: 联席董事

为及代表：

海通国际证券有限公司

签署：

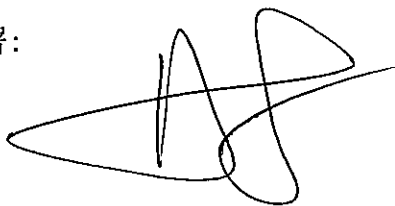
A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署:

A handwritten signature in black ink, consisting of a large, stylized 'H' shape with a vertical line through the center, followed by a loop and a horizontal stroke.

姓名: Heung Li

职务: 董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署:



姓名: Gary Wang

职务: 联席董事

由以下人士为及代表
海通国际证券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署：

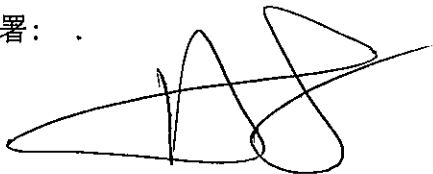
A handwritten signature in black ink, consisting of several fluid, connected strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署：



姓名：Heung Li

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署:



姓名: Gary Wang

职务: 联席董事

由以下人士为及代表
海通国际证券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署：

A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

SCHEDULE 1

附表一

投资者股份

投资者股份数目

投资者股份数目须等于：(1) 1500万美元的等值港元（以招股章程中披露的港元收盘价兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以(2) 发售价，舍入到最接近的一整手200股H股股份。

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的 H 股股份重新分配所影响。倘若香港公开发售的 H 股股份总需求量属于本公司的最终招股章程“全球发售的架构 – 香港公开发售 – 重新分配及回补”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i) 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%）；(ii) 上市规则第 19A.13A 条规定或联交所另行豁免的最低公众持股量规定、上市规则第 19A.13C 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

SCHEDULE 2

附表二

投资者详情

投资者

Sanjin International Co., Ltd

注册成立所在地:	Ritter House, Wickhams Cay II, PO Box 3170, Road Town, Tortola VG1110, British Virgin Islands
公司注册证书编号:	2020912
商业登记号码:	N/A
法人机构识别编码:	N/A
营业地址及电话及联系人:	地址: 中国 广西 桂林市人民南路9号 电话: +86 0773 5843205 联系人: Yi Peng (彭轶)
主营业务:	创业投资, 医疗、药品、食品技术的开发、转让及信息咨询。(依法须经批准的项目, 经相关部门批准后方可开展经营活动。)
最终控股股东:	邹洵
最终控股股东的注册成立所在地:	N/A
最终控股股东的商业登记号码及其法人机构识别编码:	N/A
最终控股股东的主营活动:	N/A
股东及所持股权:	邹洵 22.5458%
投资者说明(待载入招股章程):	Sanjin International Co., Ltd. ("Sanjin International") is a company incorporated in the British Virgin Islands and is principally engaged in investment holding. Sanjin International is wholly owned by Guilin Sanjin Pharmaceutical Co., Ltd. (桂林三金

藥業股份有限公司) (“GuilinSanjin”, a company listed on the Shenzhen Stock Exchange, stock code: 002275). Guilin Sanjin is principally engaged in the research, production and distribution of traditional Chinese medicines, with business operations covering industries such as chemical pharmaceutical preparations, biological preparations, and nutritional and healthcare products. The subscription of Offer Shares by Sanjin International under the relevant cornerstone investment agreement is not subject to approval by the shareholders of Guilin Sanjin or the Shenzhen Stock Exchange.

Sanjin International Co., Ltd. (「Sanjin International」) 為在英屬維爾京群島註冊成立的公司，主要從事投資控股。Sanjin International由桂林三金藥業股份有限公司（桂林三金，一家深圳證券交易所上市公司，股票代碼：002275）全資擁有。桂林三金主要從事中藥的研究、生產及分銷，涵蓋化學藥品製劑、生物製劑、營養保健產品等行業。Sanjin International根據相關基石投資協議認購發售股份無須桂林三金股東或深圳證券交易所批准。

相关投资者类别（联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别）：	基石投资者

基石投资协议

2026 年 4 月 16 日

迈威（上海）生物科技股份有限公司

与

国惠（香港）控股有限公司

及

中信證券（香港）有限公司

及

海通国际资本有限公司

及

中信里昂證券有限公司

及

海通国际证券有限公司

及

招银国际融资有限公司

及

兴证国际融资有限公司

本协议（本“协议”）于2026年4月16日订立

订约方为：

- (1) 迈威（上海）生物科技股份有限公司，一家于2017年5月12日根据中国法律成立的有限公司，其于2020年6月30日改制为在中国成立的股份有限公司，其注册地址位于中国上海市中国（上海）自由贸易试验区蔡伦路230号2幢105室（“本公司”）；
- (2) 国惠（香港）控股有限公司，一家于香港注册成立的公司，其注册办事处地址位于香港中环干诺道中111号永安中心9楼901-905室（“投资者”）；
- (3) 中信證券（香港）有限公司，位于香港金钟道88号太古广场一期18楼（“中信证券”）；
- (4) 海通国际资本有限公司，位于香港中环港景街1号国际金融中心一期3001-3006室及3015-3016室（“海通资本”，与中信证券统称及各自称为“联席保荐人”）；
- (5) 中信里昂證券有限公司，位于香港金钟道88号太古广场一期18楼（“中信里昂”）；
- (6) 海通国际证券有限公司，位于香港中环海景街1号国际金融中心一期28楼、30楼3001-3010室及3015-3016室（“海通证券”，与中信里昂统称及各自称为“保荐人兼整体协调人”）；
- (7) 招银国际融资有限公司，位于香港中环花园道三号冠君大厦45楼（“招银国际”）；及
- (8) 兴证国际融资有限公司，位于香港上环德辅道中199号无限极广场32楼（“兴证国际”，与中信里昂、海通证券和招银国际统称及各自称为“整体协调人”）。

鉴于：

- (A) 本公司已申请通过全球发售（“全球发售”）使其H股股份（定义见下文）在联交所（定义见下文）上市，全球发售包括：
 - (i) 本公司通过首次公开发售以供香港公众认购于招股章程（定义见下文）中所述数量的H股股份（可予调整）（“香港公开发售”）；及
 - (ii) 根据证券法（定义见下文）S规例和在美国境外向投资者（包括向香港的专业及机构投资者进行配售）首次有条件配售本公司发售的于招股章程中所述数量的H股股份（可予调整）（“国际发售”）。

- (B) 中信证券和海通资本担任全球发售的联席保荐人，由中信里昂和海通证券担任全球发售的保荐人兼整体协调人，并由中信里昂、海通证券、招银国际和兴证国际担任全球发售的整体协调人。
- (C) 投资者希望受限于及根据本协议列明的条款及条件认购作为国际发售一部分的投资者股份（定义见下文）。

特此约定如下：

1. 定义和解释

- 1.1 本协议（包括其附表及背景陈述）中，下列各词语及表达除文义另有规定外，须具有以下涵义：

“**联属人士**”就特定个人或实体而言，除文义另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受上述特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，“控制”（包括“控制”、“受控制”及“共同受控制”）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

“**会财局**”指香港会计及财务汇报局；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第6.2(g)条赋予该词的涵义；

“**A 股**”指本公司发行的每股面值人民币 1.00 元的普通股，于上海证券交易所科创板上市，并以人民币买卖；

“**联系人／紧密联系人**”须具有上市规则赋予该词的涵义，“**多位联系人／多位紧密联系人**”亦须据此解释；

“**经纪佣金**”指依照上市规则费用规则第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）；

“**中央结算系统**”指由香港中央结算有限公司设立及运作的香港中央结算及交收系统；

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

“**公司条例**”指不时经修订、补充或以其他方式修改的《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改的《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**”须具有上市规则赋予该词的涵义，除非上下文另有解释，“**多位关连人士／多位核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

“**控股股东**”除文义另有规定外，须具有上市规则赋予该词的涵义，“**多位控股股东**”亦须据此解释；

“**中国证监会**”指中国证券监督管理委员会，其为负责监督和管理中国证券市场的监督管理机构；

“**中国证监会备案规定**”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引，包括其不时进行的修改、补充或其他修改。

“**处置**”指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售或者设立任何产权负担或同意设立任何产权负担），或者（无论直接或间接地并且无论有条件或无条件地）就可转换为、可行使以获得或可兑换为该等相关股份或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或
- (ii) 订立任何换股或其他安排，以将该等相关股份或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或
- (iii) 订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

“**FINI**”具有上市规则项下赋予该词的涵义；

“**全球发售**”具有背景陈述(A)赋予该词的涵义；

“**政府机关**”指任何政府、政府间、监管或行政委员会、理事会、团体、部门、机关或机构或任何证券交易所(包括但不限于联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关，不论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关；

“**本集团**”指本公司和其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

“**H 股**”是指公司股本中每股面值人民币 1.00 元的普通股，将以港元认购及买卖，并将于联交所上市；

“**受偿方**”具有第6.5 条赋予该词的涵义；并且“**受偿方**”应视文意而定，指其中任何一方；

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

“**国际发售通函**”指本公司拟就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条赋予该词的涵义；

“**投资者股份**”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的 H 股股份数目（如Schedule 1 所计算）；

“**联席保荐人**”具有背景陈述(B)赋予该词的涵义，也指其中任何一方（视文义而定）；

“**法律**”指所有相关司法管辖区的任何政府机关（包括但不限于联交所、证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”指占总投资额的0.0027%的证监会交易征费（或者于上市日期适用的交易征费）、占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）以及占总投资额的 0.00015%的会财局交易征费（或者于上市日期适用的交易征费）；

“**上市日期**”指 H 股股份首次于联交所主板上市的日期；

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

“**上市规则**”指香港联合交易所有限公司证券上市规则及联交所不时修订、补充或以其他方式修改的上市决策、指引和其他上市要求；

“**禁售期**”具有第5.1 条赋予该词的涵义；

“**发售价**”指根据全球发售发行或出售 H 股股份的每股股份最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”指名列招股章程“董事、监事及参与全球发售的各方”一节的整体协调人，也指其中任何一方（视文义而定）；

“**各方**”指本协议中具名的各方，“**一方**”指其中任何一方（视文义而定）；

“**中国**”指中华人民共和国，就本协议而言，不包括中国香港、澳门及台湾地区；

“**初步发售通函**”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的初步发售通函及不时对其进行的修订、补充或其他修改；

“**专业投资者**”指具有证券及期货条例附表一第一部赋予该词的涵义；

“**以自有资金投资为基础**”指投资人并非作为任何第三方的代理人，而是为其自身利益及投资目的所进行的投资，无论该等投资是否为该投资人的任何股东或基金投资人之利益而进行；

“**招股章程**”指本公司将就香港公开发售于香港发行的最终招股章程；

“**公开文件**”指经不时修订或补充的，国际发售的初步发售通函及国际发售通函、及本公司将就香港公开发售在香港刊发的招股章程以及本公司可能就全球发售可能刊发的此类其他文件和公告；

“**监管机构**”具有第6.2(i)条赋予该词的涵义；

“**相关股份**”指投资者或在本协议第2.2 条下投资者全资附属公司（如有）依据本协议认购的投资者股份，以及依据任何供股、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）；

“**人民币**”指人民币，中国法定货币；

“**证券法**”指美国 1933 年证券法（经不时修订、补充或以其他方式修改）及据此颁布的规则及规例；

“**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、补充或以其他方式修改的《证券及期货条例》（香港法例第 571 章）；

“**股份**”指本公司股本中每股面值人民币 1.00 元的普通股，包括 A 股及 H 股；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例所载的涵义；

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法项下的 S 规例赋予该词的涵义。

1.2 本协议中除文义另有要求外：

- (a) 对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 背景陈述和附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述和附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；

- (f) 对法规、法律条文、规定或规则的提述包括对以下内容的提述：
 - (i) 不时合并、修订、补充、修改、重新制定的该法规、条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
 - (ii) 就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
 - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对“**规章**”的提述包括任何政府、政府间或超国家团体、机构、部门或任何监管机构、自律监管机构或其他机关或组织作出的（无论是否具有法律效力的）任何规章、规则、官方指令、意见、通知、通函、命令、要求或指引；
- (h) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (i) 对“**人士**”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；
- (j) 对“**包括**”的提述应被解释为包括但不限于；及
- (k) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. 投资

- 2.1 在下文第3条所指的条件得到落实（或各方共同豁免，但第3.1(a), 3.1(b), 3.1(c), 3.1(d)和3.1(e)条所列条件不得豁免并且第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免）的情况下，及依据本协议载明的其他条款及条件：
 - (a) 投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及／或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配发和配售并且整体协调人将向投资者分配及／或交付（视情况而定）或者促使分配及／或交付（视情况而定）投资者股份；及
 - (b) 投资者将按照第4.2条支付投资者股份的总投资额、经纪佣金及征费。
- 2.2 投资者可通过向本公司、联席保荐人及整体协调人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的投资者全资附属公司认购投资者股份，且该全资附属公司 (i) 目前及将来不是美国人士；(ii) 位于美国境外且 (iii)按照证券法 S 规例在境外交易中购买投资者股份，前提是：

- (a) 投资者须促使该全资附属公司在该日向本公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认的约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、联席保荐人及整体协调人保证该全资附属公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)承诺按照第6.5条一经要求即向各受偿方作出完全及有效的弥偿，并按要求始终使其得到弥偿。

投资者在第2.2条下的责任构成直接、主要及无条件的责任，以按要求向本公司、联席保荐人及整体协调人支付该全资附属公司有责任根据本协议支付的款项，并按要求立即履行该全资附属公司在本协议下的任何责任，而无需本公司、联席保荐人及整体协调人首先对该全资附属公司或任何其他人士采取措施。除文义另有规定者外，投资者一词须根据本协议诠释以涵盖该全资附属公司。

- 2.3 本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据Schedule 1决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

3. 交割条件

- 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，以及本公司及整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第3.1(a), 3.1(b), 3.1(c), 3.1(d)和3.1(e)条所列条件不得豁免并且第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免）：

- (a) 香港公开发售的包销协议及国际发售的包销协议已经订立且在不晚于此等包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；
- (b) 本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价，并且与全球发售相关的定价协议的各方已签署该定价协议；
- (c) 联交所上市委员会已批准H股的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；

- (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，且该等受理通知书及／或经公布的备案结果于联交所开始买卖 H 股之前并未被拒绝、撤回、撤销或使其无效；
- (e) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；及
- (f) 投资者在本协议项下的各项陈述、保证、承认、承诺和确认在所有方面现时（截至本协议之日）及将来（截至上市日期）均属准确、真实及完整，且不具有误导性或欺骗性，且投资者概无严重违反本协议。

3.2 如果第3.1 条所载的任何条件于本协议生效之日后满一百八十（180）天（或本公司、投资者、联席保荐人及整体协调人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第 3.1(a), 3.1(b), 3.1(c), 3.1(d)和 3.1(e) 条所列条件不得豁免并且第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、联席保荐人及／或整体协调人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本条文的任何内容不得被解释为使投资者有权在本条文项下前述日期之前的期间内对投资者在本协议项下的各项陈述、保证、承诺、承认及确认的任何违反进行补救。

3.3 投资者承认无法保证全球发售将完成、不被延迟或终止、或发售价将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延迟或终止、未在拟定日期和时间之前进行、完成或根本未予完成、或发售价未处于公开文件所载列的示意性区间内，本公司、联席保荐人或整体协调人不向投资者承担任何责任。投资者特此放弃基于全球发售延迟或出于任何原因被延迟或终止、未在拟议日期和时间之前进行、完成或根本未予完成、或发售价未处于公开文件所载列的示意性区间内而向本公司、联席保荐人及／或整体协调人或其各自的联属人士、附属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理人、顾问和代表提起任何申索或诉讼的权利（如有）。

4. 交割

4.1 根据第3 条和本第4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的国际代表身份的整体协调人（及／或其联属人士），按发售价认购投资者股份。因此，投资者股份将在国际发售交割时被认购，时间及方式须由本公司和整体协调人确定。

- 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香港时间上午八点或之前通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少两(2)个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 在依据第4.2条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两（2）个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.4 在不损害本协议第4.2条的规定下，投资者股份的交付及付款亦可以本公司、联席保荐人、整体协调人及投资者书面协议的任何其他方式进行，以及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香港时间上午八点前付款。
- 4.5 如果总投资额和相关经纪佣金及征费的付款（无论全部或部分）并未于本协议规定的时间及方式收取或结清，则本公司、联席保荐人及整体协调人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任须停止及终止（但不得损害本公司、联席保荐人及整体协调人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第6.5条在税后基础上完全负责承担并向各受偿方作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。
- 4.6 如果不能满足(a)上市规则第 8.08(3)条的规定，即在上市日前三大公众股东实益拥有的 H 股股份不得超过公众持股量的 50%；(b)上市规则第 19A.13A 条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 19A.13C 条规定的最低自由流通量规定；(d)上市规则第 18 项应用指引第 3.2 段；或(e)上市规则有关 H 股公众持股量的任何其他规定，则整体协调人和本公司有权自行决定调整分配投资者认购的投资者股份数量，以满足上市规则第 8.08(3)条的规定或上市规则有关 H 股公众持股量的相关规定。
- 4.7 如本公司、联席保荐人，整体协调人及其各自的联属人士各自因其控制以外（视乎情况而定）的状况，包括但不限于天灾、洪水、已宣布或未宣布的战争、恐怖主义活动、国家、国际或地区紧急状态、灾害、灾难、经济制裁、爆炸、海啸、地震、火山爆发、严重交通中断、政府运作失能、公众骚乱、政治动荡、敌对行动的爆发或升级、疾病或大流行病的爆发或升级（包括但不限于 SARS、猪或禽流感、H5N1、H1N1、H1N7、H7N9、MERS、新冠肺炎以及此类相关/突变形式）、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、技术故障、意外或机械或电气故障、计算机故障或任

何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况，而被阻止或延迟履行其在本协议下的义务，本公司、联席保荐人，整体协调人或其各自的联属人士、附属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理人、顾问和代表各自无需（无论是否共同或单独）就任何延迟或未能执行其在本协议下规定的义务承担任何责任，且本公司、联席保荐人及整体协调人各自有权终止本协议。

5. 对投资者的限制

- 5.1 按照第5.3条，投资者代表自身以及其全资附属公司（当投资者股份将由该全资附属公司持有，如有）与本公司、联席保荐人及整体协调人达成一致、订立契约并承诺，未经本公司、联席保荐人及整体协调人各自的事先书面同意，投资者自上市日期（包括该日期）起至上市日期后六（6）个月之日（包括该日期）止（“**禁售期**”）内的任何时间，投资者不会并促使其联属人士不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使的证券或代表可收取上述证券的权利；(ii)允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或订立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，以现金或其它方式结算。
- 5.2 本公司、联席保荐人及整体协调人承认，在第5.1条规定的禁售期届满后，投资者或全资附属公司，可在符合适用法律规定的情况下自由处置任何有关股份，但投资者须在处置前书面通知本公司、联席保荐人及整体协调人，应尽一切合理努力确保该等处置不会造成H股股份市场混乱或虚假，并在其他方面遵守所有适用法律。
- 5.3 第5.1条的任何规定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，前提是，在所有情况下：
- (a) 在此类转让之前，该全资附属公司须发出按本公司、联席保荐人及整体协调人信纳的条款及形式作出及致彼等并以彼等为受益人的书面承诺，表示同意受让且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，包括但不限于本第5条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；
 - (b) 该全资附属公司应被视为已作出第6条规定的相同承认、确认、承诺、陈述及保证；

- (c) 投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；
- (d) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且任何情况下于不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、联席保荐人及整体协调人信纳的条款及形式作出或投资者促致其作出及致彼等的书面承诺，表示同意，且投资者须促致该全资附属公司将，受本协议下投资者义务的约束，包括但不限于本协议第5条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及
- (e) 该全资附属公司(i) 目前不是也将不会成为美国人士，也不是为了美国人士的原因或利益购买相关股份；(ii) 目前及将会位于美国境外且(iii)将会按照证券法 S 规例在境外交易中购买相关股份。

- 5.4 投资者同意并承诺，除了获得本公司、联席保荐人及整体协调人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“主要股东”而不时规定的其他百分比）且投资者于上市日期后 12 个月内不会成为公司所指的核心关连人士（定义见上市规则）。此外，投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的持股总额（直接和间接）不应导致公众人士持有的本公司证券总额（根据上市规则的规定及由联交所解释，包括但不限于上市规则第 8.08 条及第 19A.13A 条）低于上市规则第 8.08 条所规定的百分比或联交所不时可能批准并适用于本公司的其他百分比。投资者同意，如果投资者注意到上述任何情况，将书面通知本公司、联席保荐人及整体协调人。
- 5.5 投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、联席保荐人及／或整体协调人合理要求后，向本公司、联席保荐人及整体协调人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得且须促致其控股股东、联系人及其各自的实益所有人均不得在簿记建档过程中申请或下单购买全球发售下的 H 股股份（投资者股份除外）或申请认购香港公开发售下的 H 股股份。
- 5.6 投资者及其联属人士、联系人、董事、监事（如适用）、高级管理人员、雇员、代理人或代表不得直接或间接与本公司、本公司控股股东（如招股章程中所界定）、本集团任何成员公司或其各自联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员或代理人签订违背或违反上市规则（包括上市指南第 4.15 章或香港监管机构发布的其他书面指引）的任何安排或协议（包括任何附函）。

5.7 投资者将在未获得外部融资的情况下利用内部资源为其认购投资者股份提供资金。

6. 承认、陈述、保证及承诺等

6.1 投资者向本公司、联席保荐人和整体协调人中的每一方陈述、承诺、保证、承认、同意及确认：

- (a) 本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的示意性区间，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎公开文件所载的示意性区间，本公司、联席保荐人、整体协调人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何责任；
- (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及作为展示文件的重大合同；
- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人（定义见上市规则）披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；
- (d) 投资者确认及同意本公司、联席保荐人及整体协调人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交其根据本协议购买 H 股股份或以其他方式参与配售的信息；投资者确认并承诺披露和提供有关其他直接或间接投资者透过换股安排或其提供或管理的其他金融或投资产品投资于 H 股股份的所有必要资料（包括但不限于身份和认购金额）；
- (e) 发售价完全且排他性地按照全球发售的条款和条件由本公司及整体协调人（代表自身及全球发售包销商）厘定，并且投资者概无任何权利就此提出任何异议；
- (f) 投资者将由投资者通过整体协调人及／或其作为国际发售中国际包销商的国际代表身份的联属人士认购；
- (g) 投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；

- (h) 投资者股份数目可受根据上市规则第 18 项应用指引或上市指南第 4.14 章或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的 H 股股份重新分配所影响；
- (i) 在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、联席保荐人及／或整体协调人已经、或可能及／或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (j) 本公司、联席保荐人及整体协调人，或其各自的任何联属人士、联系人、附属公司、代理人、董事、监事、高级管理人员、雇员、合伙人、顾问或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、融资、货币或经济等后果承担任何责任；
- (k) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何人士的原因或利益，除非该司法管辖区适用法律允许；
- (l) 其理解并同意投资者股份的转让仅可(A)根据证券法第 144A 条或证券法项下的其他可享有的豁免在美国境内进行；或(B)根据证券法 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (m) 其理解，本公司、联席保荐人、整体协调人或国际发售的任何国际包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、联系人、合伙人和代表均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有证券法第 144 条或证券法项下任何其他可享有的豁免的任何陈述；
- (n) 除第 5.3 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；
- (o) 在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何联席保荐人、整体协调人、其他包销商以及本公司、其各自的联属人士、联系人、附属公司、代理人、董事、监事（如适用）、高级管理人员、员工、合伙人、顾问和代表因本协议和全球发售而产生或与之相关的任何索赔；

- (p) 其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及／或内幕信息（定义见证券及期货条例）的信息，且在不影响其已签订的任何保密协议的前提下，其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问、及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者、或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第(p)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (q) 本协议、在保密基础上提供给投资者及／或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及／或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
- (i) 可能已经提供给投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
- (ii) 可能已经提供给（无论书面或口头地）投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股股份或其他证券的要约或邀请的依据；及
- (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；
- (r) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

- (s) 其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、联席保荐人或整体协调人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；
- (t) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、联席保荐人及／或整体协调人（包括其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由公司、联席保荐人、整体协调人或各自的董事、监事（如适用）、高级职员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、联席保荐人、整体协调人及其各自的董事、监事（附属公司、适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、联席保荐人、整体协调人及其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其董事、监事（如适用）、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何责任；
- (u) 联席保荐人、整体协调人、其他全球发售的包销商及其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、监事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；
- (v) 投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；
- (w) 其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，

或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何联席保荐人、整体协调人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、联席保荐人、整体协调人或其各自的联系人、联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员、合伙人、顾问、代理或代表，以及参与全球发售的任何其他方均不对投资者股份的收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (x) 投资者了解投资者股份目前不存在公开市场，且本公司、联席保荐人、整体协调人、全球发售包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、代表、联系人及合伙人，以及参与全球发售的任何各方均未就投资者股份将永远存在公开或活跃市场作出任何保证；
- (y) 如果出于任何原因，全球发售被延迟或终止或无法完成，本公司、联席保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级管理人员、雇员、合作伙伴、顾问、代理人或代表均不对投资者或其附属公司负有任何责任；
- (z) 本公司及整体协调人将拥有全权绝对酌情决定权改变或调整(i)全球发售项下将予发行的H股股份数目；(ii)全球发售项下香港公开发售及国际发售的H股股份数量；及(iii)其他调整或重新分配发售的H股股份、发售价区间及最终发售价，但须经联交所批准并符合适用法律；
- (aa) 投资者与本公司、本公司任何股东、联席保荐人及／或整体协调人之间不存在与全球发售相关的其他协议，除本协议以及投资者、本公司、联席保荐人及整体协调人签订的保密协议（如有）之外；
- (bb) 投资者并未因任何直接出售（按照证券法S规例中定义）而购买投资者股份，且投资者、其任何联属人士及代表投资者或其任何联属人士的任何人士均未参与及将不会参与有关投资者股份的任何直接出售（按照证券法S规例中定义）；
- (cc) H股的任何交易须遵守适用法律及法规，包括根据证券及期货条例、上市规则、证券法及任何主要证券交易所的任何其他适用法律、法规及相关规则买卖股份的限制；
- (dd) 除非遵守本协议中的限制规定，否则任何针对相关股份的要约、出售、质押或其他转让均不被本公司承认；及

- (ee) 投资者同意应在上市日期的香港时间上午八时前或根据第4.4条约定的有关其他日期前支付总投资额及相关经纪佣金和征费。

6.2 投资者向本公司、联席保荐人及整体协调人进一步承认、陈述、保证及承诺：

- (a) 其根据其成立地的法律正式成立、有效存续，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (c) 其具有合法权利和权限拥有、使用、租赁和经营其资产，并以目前的方式开展其业务；
- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；
- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；
- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“批准”），而该等批准保持全面有效及并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议日期，所有批准均未被撤回，投资者亦不知悉任何可能导致批准失效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果任何批准不再具有充分效力或因任何原因失效、被撤销、撤回或搁置，将立即书面通知本公司、联席保荐人及整体协调人；
- (h) 投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组建或组织章程文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用的任何司法管辖区的法律，或(iii)对投资者具有约束力的任何协议或其他文书，或(iv)对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在任何监管机构规定的时间内，直接或通过本公司、联席保荐人及／或整体协调人间接地向联交所、证监会、中国证监会及/或任

何其他政府、公共、货币或监管部门或机关或证券交易所（合称“**监管机构**”）提供或促成提供并同意披露该等监管机构要求的信息（包括但不限于(i)投资者及投资者股份最终实益所有人及／或最终负责对认购发出指示的人员（如有）的身份信息（包括但不限于姓名、注册成立地点）、(ii)本协议下进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数目、总投资额、本协议下的禁售期限限制）、(iii)交易结构（包括涉及投资者股份的任何换股安排或其他金融或投资产品、直接及间接认购人及其最终实益所有人及该换股安排或其他金融或投资产品的提供者的身份资料）、(iv)投资者或其实益所有人和联系人与本公司及其任何股东的任何关联关系）（“**投资者相关信息**”）。投资者进一步授权本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、董事、监事（如适用）、高级职员、员工、顾问和代表向该等监管机构披露及按照上市规则或适用法律或有关监管机构的要求在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；
- (k) 其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何联席保荐人或整体协调人就其项下预期交易的客户；
- (l) 其以自身名义，为其自身投资目的及以自有资金投资为基础认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、监事或高级管理人员；
- (m) 其在美国境外按照证券法 S 规例中定义的“境外交易”实施认购投资者股份且其目前及将来不是美国人士；
- (n) 投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；
- (o) 投资者及其实益拥有人及／或联系人：(i)为独立于本公司或其联属人士的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见香港证监会公司收购、合并及股份回购守则）；(iii)具有履行本协议项下所有义务的财务能力；(iv)不由(a)本公司的任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、监事、最高行政人员、控股股东、

主要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v) 除非以书面形式向公司、联席保荐人及整体协调人披露，否则与公司或其任何股东没有关联关系；

- (p) 投资者将以自有资金投资为基础认购投资者股份，投资者未获得且不拟获得贷款或其他形式的融资以履行其在本协议下的付款义务；
- (q) 投资者、其实益拥有人及／或联系人均不是(i)任何联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”，或(ii) 本公司任何现有股东的紧密联系人。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (r) 根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“全权管理投资组合”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (s) 投资者、其实益拥有人或其各自的联系人均不是本公司的董事（包括前12个月内作为董事）、监事或持有本公司5%或以上股份的现任股东，或任何前述人士的联系人或代名人；
- (t) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (u) 投资者未与任何“分销商”（定义见证券法 S 规例）就 H 股股份的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；
- (v) 认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）、上市指南第 4.15 章以及证监会颁布的指引（经不时更新或修订），并且其将避免以会导致公司、联席保荐人及/或整体协调人违反该等规定的方式采取行动；
- (w) 投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (x) 投资者、其实益拥有人及／或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、联席保荐人、整体协调人或者全球发售的任一

包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；

- (y) 投资者或其联属人士、联系人、董事、监事（如适用）、高级职员、雇员、代理人或代表与本公司或其控股股东（如招股章程中所界定）、本集团任何成员公司或其各自的联属人士、董事、监事、高级职员、雇员或代理人之间没有订立或将订立任何协议或安排，包括不符合上市规则（包括上市指南第 4.15 章）的附函；
- (z) 除根据本协议及/或符合上市指南第 4.15 章的规定外，投资者或其任何关联方均未通过簿记程序申请或下订单购买全球发售的任何股份；
- (aa) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；及
- (bb) 除先前向公司、联席保荐人及整体协调人书面披露的情况外，投资者、其实益拥有人及/或联系人没有也不会订立任何涉及投资者股份的换股安排或其他金融或投资产品。

6.3 投资者向本公司、联席保荐人及整体协调人陈述并保证，Schedule 2 所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、联席保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及/或可能由或代表本公司、联席保荐人及/或整体协调人发布的与全球发售有关的其他公告中可提及并加入其名称以及本协议的全部或部分描述（包括Schedule 2 所载的描述）或以其他方式提交予任何相关监管机构，前提是在每种情况下在本公司、联席保荐人及整体协调人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及/或有关本公司、联席保荐人及/或多席整体协调人为确保其遵守适用法律及/或公司或证券登记及/或相关监管机构（包括但不限于联交所、证监会和中国证监会）而合理要求事项的其他信息及/或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性，并将其将立即书面通知该说明的任何变更，并向公司、联席保荐人及整体协调人提供意见及该等更新信息及/或支持文件。

6.4 投资者了解，第6.1 条及第6.2 条中的保证、承诺、陈述、协议、确认和承认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、联席保荐人、整体协调人、全球发售的包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖其中所载的投资者保证、承诺、陈述、协议、确认

和承认的真实性、完整性及准确性，并且投资者同意如果其中的任何保证、承诺、陈述、协议、确认或承认的任何方面不再真实、准确和完整或具有误导性或欺骗性，将立即书面通知本公司、联席保荐人及整体协调人。

- 6.5 投资者同意并承诺，对于向本公司、联席保荐人、整体协调人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、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、代理人 and 代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任。
- 6.6 投资者在第6.1条、第6.2条、第6.3条、第6.4条及第6.5条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期重复作出。
- 6.7 本公司陈述、保证并承诺：
- (a) 其依据中国法律依法成立并有效存续；
 - (b) 其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动；
 - (c) 在已足额付款并且遵守第5.1条规定的禁售期的前提下，除投资者股份不得由中国的法人或自然人认购或在彼等之间买卖（若干中国合格境外机构投资者、沪港通或深港通下的合资格中国投资者及根据相关中国法律法规或经任何主管机关批准有权持有 H 股股份的其他人士除外）外，投资者股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的 H 股股份享有同等地位；
 - (d) 本公司、本公司控股股东（如招股章程中所界定）、本集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、高级管理人员、雇员或代理人达成任何与上市规则（包括上市指南第 4.15 章）不符的协议或安排，包括任何附函；及

- (e) 除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、监事、高级管理人员、雇员或代理人未与任何政府机关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。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载资料，且投资者就国际发售通函与购买国际发售 H 股的其他投资者拥有同等权利。

7. 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第3.2条、第4.5条或第4.7条终止；
- (b) 如果在国际发售的交割当日或之前投资者方面严重违反本协议（或根据第5.3条转让投资者股份的投资者全资子公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺协议、承认及确认），则本公司、联席保荐人及整体协调人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或
- (c) 所有各方书面同意后终止本协议。

7.2 在不影响第7.3条规定的前提下，如果根据第7.1条终止本协议，各方无须继续履行其在本协议项下的各自义务（第8.1条项下的保密义务除外），各方在本协议项下的权利和责任（下文第11条项下的权利除外）应终止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

7.3 即使本协议终止，第6.5条及投资者在本协议中作出的弥偿保证在任何情况下应继续有效。

8. 公布和保密

8.1 除非本协议和投资者签订的保密协议（如有）中另有规定，否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、联席保荐人、整体协调人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

- (a) 向联交所、证监会、中国证监会及／或本公司、联席保荐人及／或整体协调人受制的其他监管机构披露，且将由或代表本公司刊发的公开文件、营销和路演材料以及将由或代表本公司、联席保荐人及／或整体协调人刊发的与全球发售有关的其他公告或展示文件中可对投资者的背景以及本公司和投资者之间的关系作出说明；
- (b) 向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人在其需要知晓的范围内披露，但前提是披露方应：(i)促成该方的每一该等法律、

财务及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人知晓并遵守本协议中列明的所有保密义务，及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人违反该等保密义务的行为负责；及

- (c) 任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）或证券交易所规则的要求（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提交给香港公司注册处办理登记并供展示），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

- 8.2 投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、联席保荐人及整体协调人的意见，并获得彼等的事先书面同意。
- 8.3 本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、联席保荐人及整体协调人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见和证明文件。
- 8.4 投资者立即承诺就编制第8.1条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景信息、与本公司的关系、所有权（包括最终实益所有权）、及／或本公司、联席保荐人或整体协调人为了以下目的可能合理要求的事项的进一步信息及／或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、联席保荐人及整体协调人遵守适用的公司或证券登记要求及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

9. 通知

- 9.1 本协议下传达的所有通知应使用英文或中文书写，且应以第9.2条要求的形式发送至以下地址：

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
公司	传真： 不适用 电邮： hefei.wang@mabwell.com	中国 上海市 中国（上海）自由贸易试验区 蔡伦路230号

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
	收件人: Ms. Hefei Wang (王鹤飞)	2 幢 105 室
投资人	联系电话: +86 15264186387 收件人: 梁铨	山东省济南市历下区 解放东路 3-23 号 历下总部商务中心 E 座 6 层
中信证券	传真: +852 2868 0189 电邮: project531@clsa.com 收件人: Project 531	香港 金钟道 88 号 太古广场一期 18 楼
海通资本	电邮: project.531@htisec.com 收件人: Project 531	香港中环 港景街 1 号 国际金融中心一期 3001-3006 室及 3015-3016 室
中信里昂	传真: +852 2868 0189 电邮: project531@clsa.com 收件人: Project 531	香港 金钟道 88 号 太古广场一期 18 楼
海通证券	电邮: project.531@htisec.com 收件人: Project 531	香港中环 海景街 1 号 国际金融中心一期 28 楼、30 楼 3001- 3010 室及 3015-3016 室
招银国际	传真: +852 3900 0865	香港

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
	电邮: project.531@cmbi.com.hk 收件人: CMBI ECM (Project 531)	中环 花园道三号 冠君大厦 45 楼
兴证国际	传真: +852 3509 5900 电邮: ecm_ib@xyzq.com.hk 收件人: ECM (Project 531)	香港 上环 德辅道中 199 号 无限极广场 32

- 9.2 本协议项下交付的任何通知应以专人交付、传真或邮件发送或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如果通过电子邮件发送，则在发送时间之后立即发送（根据发件人发送电子邮件的设备上的记录，无论该电子邮件是否被确认，除非发件人收到电子邮件未送达的自动信息），及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满 48 小时（或满 6 日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. 一般规定

- 10.1 每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求的同意、批准和授权外，该方在履行其在本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。
- 10.2 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执行其在本协议项下任何或全部权利。
- 10.3 就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定应具有决定性，但有明显错误者除外。

- 10.4 投资者、本公司、联席保荐人及整体协调人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及／或批准相互配合。
- 10.5 对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。
- 10.6 本协议仅以中文签订。
- 10.7 除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方／卖方和相关受让方／买方平均承担。
- 10.8 时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。
- 10.9 本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第4条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。
- 10.10 除投资者签订的保密协议以外（如有，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。
- 10.11 除第10.11条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：
- (a) 受偿方可强制执行并依赖第6.5条（但应在如同其为本协议一方的相同范围内）。
- (b) 在未获得第(a)(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。
- 10.12 联席保荐人及整体协调人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等联席保荐人或整体协调人仍应对根据本分条被授予相关权利、职责、权力及／或酌情决定权的任何联属人士的一切作为和不作为负责。
- 10.13 一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论

是法律规定的权利或其他权利)。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃,除非以书面形式放弃并由放弃的一方书面签署。

10.14 如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行,不得影响或损害:

(a) 本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性;
或

(b) 本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。

10.15 本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人有约束力,且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益,任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外,任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

10.16 如果投资者在上市日期当日或之前违反其保证,在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下,即便有与本协议相反的任何规定,本公司、联席保荐人及整体协调人有权解除本协议,且各方在本协议下的所有义务应立即中止。

10.17 每一方向其他各方承诺,其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

11. 管辖法律及司法权区

11.1 本协议及各方之间的关系应受香港法律管辖,并据以解释。

11.2 因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成,仲裁程序应使用英语。仲裁庭的决定和裁决是终局的,对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利,只要该等豁免可有效作出即可。尽管有上述规定,在任命仲裁庭之前,各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下,仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济,并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

12. 豁免权

- 12.1 如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. 副本

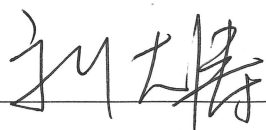
- 13.1 本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成一份完整的协议。以电子邮件附件（PDF 格式）或传真形式交付签字后的本协议签字页副本应视为有效的交付形式。

各方已通过其正式授权签字人于本协议文首所书之日签署了本协议，以资证明。

代表：

迈威（上海）生物科技股份有限公司

签署：



名称：刘大涛

职衔：执行董事

为及代表：

国惠（香港）控股有限公司



签署：

A handwritten signature in black ink, appearing to be "吕海涛" (Lyu Haitao), written over a horizontal line.

姓名：吕海涛

职务：授权代表

为及代表：

中信證券（香港）有限公司

签署：



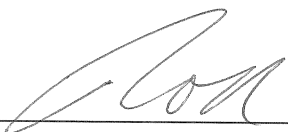
姓名：Gary Wang

职务：联席董事

为及代表：

海通国际资本有限公司

签署：



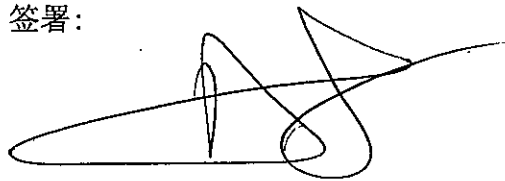
姓名：Ronny Chan

职务：董事总经理

为及代表:

中信里昂證券有限公司

签署:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

姓名: Heung Li

职务: 董事总经理

为及代表:

中信里昂證券有限公司

签署:



姓名: Gary Wang

职务: 联席董事

为及代表：

海通国际证券有限公司

签署：

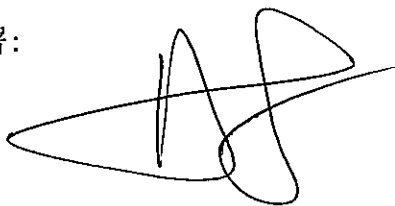
A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署:

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

姓名: Heung Li

职务: 董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署：



姓名：Gary Wang

职务：联席董事

由以下人士为及代表
海通国际证券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署：

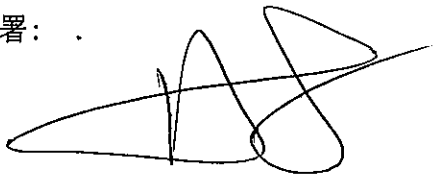
A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署：

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

姓名：Heung Li

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署:



姓名: Gary Wang

职务: 联席董事

由以下人士为及代表
海通国际证券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署：

A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

SCHEDULE 1

附表一

投资者股份

投资者股份数目

投资者股份数目须等于：(1) 700万美元的等值港元（以招股章程中披露的港元收盘价兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以(2) 发售价，舍入到最接近的一整手200股H股股份。

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的 H 股股份重新分配所影响。倘若香港公开发售的 H 股股份总需求量属于本公司的最终招股章程“全球发售的架构 – 香港公开发售 – 重新分配及回补”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i) 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%）；(ii) 上市规则第 19A.13A 条规定或联交所另行豁免的最低公众持股量规定、上市规则第 19A.13C 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

SCHEDULE 2

附表二

投资者详情

投资者

注册成立所在地:	香港
公司注册证书编号:	2733903
商业登记号码:	69755234
法人机构识别编码:	8368009BM7EET9IGU898
营业地址及电话及联系人:	山东省济南市历下区解放东路3-23号历下总部商务中心E座6层、 15264186387、梁铨
主营活动:	投资与贸易
最终控股股东:	山东省人民政府国有资产监督管理委员会
最终控股股东的注册成立所在地:	中国
最终控股股东的商业登记号码及其法人机构识别编码:	不适用
最终控股股东的主营活动:	代表山东省政府履行出资人职责的国有资产监督管理机构
股东及所持股权:	由山东发展投资控股集团有限公司 100% 持有
投资者说明（待载入招股章程）:	Guohui (HK) Holdings Co., Limited (國惠(香港)控股有限公司)(“Guohui HK”) is a company incorporated in Hong Kong with limited liability and is wholly owned by Shandong Development Investment Holding Group Co., Ltd. (山東發展投資控股集團有限公司), which is in turn owned as to approximately 97.88% by the State-owned Assets Supervision and Administration

Commission of Shandong Provincial
People's Government.

國惠（香港）控股有限公司（「國惠香港」）為一家於香港註冊成立的有限公司，並由山東發展投資控股集團有限公司全資擁有，而山東發展投資控股集團有限公司由山東省人民政府國有資產監督管理委員會擁有約 97.88%權益。

相关投资者类别（联交所的 FINI 承配人 基石投资者
名单模板所载或按 FINI 界面或上市规
则要求须就承配人披露的任何承配人
类别）：

基石投资协议

2026 年 4 月 16 日

迈威（上海）生物科技股份有限公司

与

CHARM HARVEST INTERNATIONAL LIMITED

及

中信證券（香港）有限公司

及

海通国际资本有限公司

及

中信里昂證券有限公司

及

海通国际证券有限公司

及

招银国际融资有限公司

及

兴证国际融资有限公司

本协议（本“协议”）于 2026 年 4 月 16 日订立

订约方为：

- (1) **迈威（上海）生物科技股份有限公司**，一家于 2017 年 5 月 12 日根据中国法律成立的有限公司，其于 2020 年 6 月 30 日改制为在中国成立的股份有限公司，其注册地址位于中国上海市中国（上海）自由贸易试验区蔡伦路 230 号 2 幢 105 室（“**本公司**”）；
- (2) **CHARM HARVEST INTERNATIONAL LIMITED**，一家于香港注册成立的公
司，其注册地址位于香港南区黄竹坑香叶道 2 号 ONE ISLAND SOUTH 7 楼 19 室（“**投资者**”）；
- (3) **中信證券（香港）有限公司**，位于香港金钟道 88 号太古广场一期 18 楼（“**中信证券**”）；
- (4) **海通国际资本有限公司**，位于香港中环港景街 1 号国际金融中心一期 3001-3006 室及 3015-3016 室（“**海通资本**”，与中信证券统称及各自称为“**联席保荐人**”）；
- (5) **中信里昂證券有限公司**，位于香港金钟道 88 号太古广场一期 18 楼（“**中信里昂**”）；
- (6) **海通国际证券有限公司**，位于香港中环海景街 1 号国际金融中心一期 28 楼、30 楼 3001-3010 室及 3015-3016 室（“**海通证券**”，与中信里昂统称及各自称为“**保荐人兼整体协调人**”）；
- (7) **招银国际融资有限公司**，位于香港中环花园道三号冠君大厦 45 楼（“**招银国际**”）；及
- (8) **兴证国际融资有限公司**，位于香港上环德辅道中 199 号无限极广场 32 楼（“**兴证国际**”，与中信里昂、海通证券和招银国际统称及各自称为“**整体协调人**”）。

鉴于：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其 H 股股份（定义见下文）在联交所（定义见下文）上市，全球发售包括：
 - (i) 本公司通过首次公开发售以供香港公众认购于招股章程（定义见下文）中所述数量的 H 股股份（可予调整）（“**香港公开发售**”）；及
 - (ii) 根据证券法（定义见下文）S 规例和在美国境外向投资者（包括向香港的专业及机构投资者进行配售）首次有条件配售本公司发售的于招股章程中所述数量的 H 股股份（可予调整）（“**国际发售**”）。

(B) 中信证券和海通资本担任全球发售的联席保荐人，由中信里昂和海通证券担任全球发售的保荐人兼整体协调人，并由中信里昂、海通证券、招银国际和兴证国际担任全球发售的整体协调人。

(C) 投资者希望受限于及根据本协议列明的条款及条件认购作为国际发售一部分的投资者股份（定义见下文）。

特此约定如下：

1. 定义和解释

1.1 本协议（包括其附表及背景陈述）中，下列各词语及表达除文义另有规定外，须具有以下涵义：

“**联属人士**”就特定个人或实体而言，除文义另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受上述特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，“控制”（包括“控制”、“受控制”及“共同受控制”）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

“**会财局**”指香港会计及财务汇报局；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第6.2(g)条赋予该词的涵义；

“**A 股**”指本公司发行的每股面值人民币 1.00 元的普通股，于上海证券交易所科创板上市，并以人民币买卖；

“**联系人／紧密联系人**”须具有上市规则赋予该词的涵义，“**多位联系人／多位紧密联系人**”亦须据此解释；

“**经纪佣金**”指依照上市规则费用规则第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）；

“**中央结算系统**”指由香港中央结算有限公司设立及运作的香港中央结算及交收系统；

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

“**公司条例**”指不时经修订、补充或以其他方式修改的《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改的《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**”须具有上市规则赋予该词的涵义，除非上下文另有解释，“**多位关连人士／多位核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

“**控股股东**”除文义另有规定外，须具有上市规则赋予该词的涵义，“**多位控股股东**”亦须据此解释；

“**中国证监会**”指中国证券监督管理委员会，其为负责监督和管理中国证券市场的监督管理机构；

“**中国证监会备案规定**”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引，包括其不时进行的修改、补充或其他修改。

“**处置**”指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售或者设立任何产权负担或同意设立任何产权负担），或者（无论直接或间接地并且无论有条件或无条件地）就可转换为、可行使以获得或可兑换为该等相关股份或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或
- (ii) 订立任何换股或其他安排，以将该等相关股份或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或
- (iii) 订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

“**FINI**”具有上市规则项下赋予该词的涵义；

“**全球发售**”具有背景陈述(A)赋予该词的涵义；

“**政府机关**”指任何政府、政府间、监管或行政委员会、理事会、团体、部门、机关或机构或任何证券交易所(包括但不限于联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关，不论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关；

“**本集团**”指本公司和其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

“**H 股**”是指公司股本中每股面值人民币 1.00 元的普通股，将以港元认购及买卖，并将于联交所上市；

“**受偿方**”具有第6.5 条赋予该词的涵义；并且“**受偿方**”应视文意而定，指其中任何一方；

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

“**国际发售通函**”指本公司拟就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条赋予该词的涵义；

“**投资者股份**”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的 H 股股份数目（如Schedule 1 所计算）；

“**联席保荐人**”具有背景陈述(B)赋予该词的涵义，也指其中任何一方（视文义而定）；

“法律”指所有相关司法管辖区的任何政府机关（包括但不限于联交所、证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“征费”指占总投资额的0.0027%的证监会交易征费（或者于上市日期适用的交易征费）、占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）以及占总投资额的 0.00015%的会财局交易征费（或者于上市日期适用的交易征费）；

“上市日期”指 H 股股份首次于联交所主板上市的日期；

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

“上市规则”指香港联合交易所有限公司证券上市规则及联交所不时修订、补充或以其他方式修改的上市决策、指引和其他上市要求；

“禁售期”具有第5.1 条赋予该词的涵义；

“发售价”指根据全球发售发行或出售 H 股股份的每股股份最终港元价格（不包括经纪佣金和征费）；

“整体协调人”指名列招股章程“董事、监事及参与全球发售的各方”一节的整体协调人，也指其中任何一方（视文义而定）；

“各方”指本协议中具名的各方，“一方”指其中任何一方（视文义而定）；

“中国”指中华人民共和国，就本协议而言，不包括中国香港、澳门及台湾地区；

“初步发售通函”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的初步发售通函及不时对其进行的修订、补充或其他修改；

“专业投资者”指具有证券及期货条例附表一第一部赋予该词的涵义；

“以自有资金投资为基础”指投资人并非作为任何第三方的代理人，而是为其自身利益及投资目的所进行的投资，无论该等投资是否为该投资人的任何股东或基金投资人之利益而进行；

“招股章程”指本公司将就香港公开发售于香港发行的最终招股章程；

“公开文件”指经不时修订或补充的，国际发售的初步发售通函及国际发售通函、及本公司将就香港公开发售在香港刊发的招股章程以及本公司可能就全球发售可能刊发的此类其他文件和公告；

“**监管机构**”具有第6.2(i)条赋予该词的涵义；

“**相关股份**”指投资者或在本协议第2.2 条下投资者全资附属公司（如有）依据本协议认购的投资者股份，以及依据任何供股、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）；

“**人民币**”指人民币，中国法定货币；

“**证券法**”指美国 1933 年证券法（经不时修订、补充或以其他方式修改）及据此颁布的规则及规例；

“**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、补充或以其他方式修改的《证券及期货条例》（香港法例第 571 章）；

“**股份**”指本公司股本中每股面值人民币 1.00 元的普通股，包括 A 股及 H 股；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例所载的涵义；

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法项下的 S 规例赋予该词的涵义。

1.2 本协议中除文义另有要求外：

- (a) 对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 背景陈述和附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述和附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；

- (f) 对法规、法律条文、规定或规则的提述包括对以下内容的提述：
 - (i) 不时合并、修订、补充、修改、重新制定的该法规、条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
 - (ii) 就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
 - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对“**规章**”的提述包括任何政府、政府间或超国家团体、机构、部门或任何监管机构、自律监管机构或其他机关或组织作出的（无论是否具有法律效力的）任何规章、规则、官方指令、意见、通知、通函、命令、要求或指引；
- (h) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (i) 对“**人士**”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；
- (j) 对“**包括**”的提述应被解释为包括但不限于；及
- (k) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. 投资

- 2.1 在下文第3条所指的条件得到落实（或各方共同豁免，但第3.1(a), 3.1(b), 3.1(c), 3.1(d)和3.1(e)条所列条件不得豁免并且第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免）的情况下，及依据本协议载明的其他条款及条件：
- (a) 投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及／或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配发和配售并且整体协调人将向投资者分配及／或交付（视情况而定）或者促使分配及／或交付（视情况而定）投资者股份；及
 - (b) 投资者将按照第4.2条支付投资者股份的总投资额、经纪佣金及征费。
- 2.2 投资者可通过向本公司、联席保荐人及整体协调人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的投资者全资附属公司认购投资者股份，且该全资附属公司 (i) 目前及将来不是美国人士；(ii) 位于美国境外且 (iii) 按照证券法 S 规例在境外交易中购买投资者股份，前提是：

- (a) 投资者须促使该全资附属公司在该日向本公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认的约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、联席保荐人及整体协调人保证该全资附属公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)承诺按照第6.5条一经要求即向各受偿方作出完全及有效的弥偿，并按要求始终使其得到弥偿。

投资者在第2.2条下的责任构成直接、主要及无条件的责任，以按要求向本公司、联席保荐人及整体协调人支付该全资附属公司有责任根据本协议支付的款项，并按要求立即履行该全资附属公司在本协议下的任何责任，而无需本公司、联席保荐人及整体协调人首先对该全资附属公司或任何其他人士采取措施。除文义另有规定者外，投资者一词须根据本协议诠释以涵盖该全资附属公司。

- 2.3 本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据Schedule 1决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

3. 交割条件

- 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，以及本公司及整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所列条件不得豁免并且第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免）：

- (a) 香港公开发售的包销协议及国际发售的包销协议已经订立且在不晚于此等包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；
- (b) 本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价，并且与全球发售相关的定价协议的各方已签署该定价协议；
- (c) 联交所上市委员会已批准H股的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；

- (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，且该等受理通知书及／或经公布的备案结果于联交所开始买卖 H 股之前并未被拒绝、撤回、撤销或使其无效；
- (e) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；及
- (f) 投资者在本协议项下的各项陈述、保证、承认、承诺和确认在所有方面现时（截至本协议之日）及将来（截至上市日期）均属准确、真实及完整，且不具有误导性或欺骗性，且投资者概无严重违反本协议。

3.2 如果第3.1 条所载的任何条件于本协议生效之日后满一百八十（180）天（或本公司、投资者、联席保荐人及整体协调人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 3.1(e)条所列条件不得豁免并且第 3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、联席保荐人及／或整体协调人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本条文的任何内容不得被解释为使投资者有权在本条文项下前述日期之前的期间内对投资者在本协议项下的各项陈述、保证、承诺、承认及确认的任何违反进行补救。

3.3 投资者承认无法保证全球发售将完成、不被延迟或终止、或发售价将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延迟或终止、未在拟定日期和时间之前进行、完成或根本未予完成、或发售价未处于公开文件所载列的示意性区间内，本公司、联席保荐人或整体协调人不向投资者承担任何责任。投资者特此放弃基于全球发售延迟或出于任何原因被延迟或终止、未在拟议日期和时间之前进行、完成或根本未予完成、或发售价未处于公开文件所载列的示意性区间内而向本公司、联席保荐人及／或整体协调人或其各自的联属人士、附属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理人、顾问和代表提起任何申索或诉讼的权利（如有）。

4. 交割

4.1 根据第3 条和本第4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的国际代表身份的整体协调人（及／或

其联属人士），按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时被认购，时间及方式须由本公司和整体协调人确定。

- 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香港时间上午八点或之前通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少两(2)个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 在依据第4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两（2）个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.4 在不损害本协议第4.2 条的规定下，投资者股份的交付及付款亦可以本公司、联席保荐人、整体协调人及投资者书面协议的任何其他方式进行，以及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香港时间上午八点前付款。
- 4.5 如果总投资额和相关经纪佣金及征费的付款（无论全部或部分）并未于本协议规定的时间及方式收取或结清，则本公司、联席保荐人及整体协调人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任须停止及终止（但不得损害本公司、联席保荐人及整体协调人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第6.5 条在税后基础上完全负责承担并向各受偿方作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。
- 4.6 如果不能满足(a)上市规则第 8.08(3)条的规定，即在上市日前三大公众股东实益拥有的 H 股股份不得超过公众持股量的 50%；(b)上市规则第 19A.13A 条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 19A.13C 条规定的最低自由流通量规定；(d)上市规则第 18 项应用指引第 3.2 段；或(e)上市规则有关 H 股公众持股量的任何其他规定，则整体协调人和本公司有权自行决定调整分配投资者认购的投资者股份数量，以满足上市规则第 8.08(3)条的规定或上市规则有关 H 股公众持股量的相关规定。
- 4.7 如本公司、联席保荐人，整体协调人及其各自的联属人士各自因其控制以外（视乎情况而定）的状况，包括但不限于天灾、洪水、已宣布或未宣布的战争、恐怖主义活动、国家、国际或地区紧急状态、灾害、灾难、经济制裁、爆炸、海啸、地震、火山爆发、严重交通中断、政府运作失能、公众骚乱、政治动荡、敌对行动的爆发或升级、疾病或大流行病的爆发或升级（包括但不限于 SARS、猪或禽流感、H5N1、H1N1、H1N7、H7N9、MERS、新冠肺炎以及此类相关/突

变形式)、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、技术故障、意外或机械或电气故障、计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况,而被阻止或延迟履行其在本协议下的义务,本公司、联席保荐人,整体协调人或其各自的联属人士、附属公司、高级管理人员、董事、监事(如适用)、雇员、员工、联系人、合伙人、代理人、顾问和代表各自无需(无论是共同或单独)就任何延迟或未能执行其在本协议下规定的义务承担任何责任,且本公司、联席保荐人及整体协调人各自有权终止本协议。

5. 对投资者的限制

5.1 按照第5.3条,投资者代表自身以及其全资附属公司(当投资者股份将由该全资附属公司持有,如有)与本公司、联席保荐人及整体协调人达成一致、订立契约并承诺,未经本公司、联席保荐人及整体协调人各自的事先书面同意,投资者自上市日期(包括该日期)起至上市日期后六(6)个月之日(包括该日期)止(“禁售期”)内的任何时间,投资者不会并促使其联属人士不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益,包括任何可转换、可交换、可行使的证券或代表可收取上述证券的权利;(ii)允许其自身在其最终实益拥有人层面发生控制权改变(其定义见证监会颁布的《公司收购、合并及股份回购守则》);(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易;或(iv)同意或订立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,以现金或其它方式结算。

5.2 本公司、联席保荐人及整体协调人承认,在第5.1条规定的禁售期届满后,投资者或全资附属公司,可在符合适用法律规定的情况下自由处置任何有关股份,但投资者须在处置前书面通知本公司、联席保荐人及整体协调人,应尽一切合理努力确保该等处置不会造成H股股份市场混乱或虚假,并在其他方面遵守所有适用法律。

5.3 第5.1条的任何规定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,前提是,在所有情况下:

- (a) 在此类转让之前,该全资附属公司须发出按本公司、联席保荐人及整体协调人信纳的条款及形式作出及致彼等并以彼等为受益人的书面承诺,表示同意受让且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束,包括但不限于本第5条载列的对投资者的限制,犹如该全资附属公司本身受上述义务和限制的规限;
- (b) 该全资附属公司应被视为已作出第6条规定的相同承认、确认、承诺、陈述及保证;

- (c) 投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；
- (d) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且任何情况下于不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、联席保荐人及整体协调人信纳的条款及形式作出或投资者促致其作出及致彼等的书面承诺，表示同意，且投资者须促致该全资附属公司将，受本协议下投资者义务的约束，包括但不限于本协议第5条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及
- (e) 该全资附属公司(i) 目前不是也将不会成为美国人士，也不是为了美国人士的原因或利益购买相关股份；(ii) 目前及将会位于美国境外且(iii)将会按照证券法 S 规例在境外交易中购买相关股份。

- 5.4 投资者同意并承诺，除了获得本公司、联席保荐人及整体协调人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“主要股东”而不时规定的其他百分比）且投资者于上市日期后 12 个月内不会成为公司所指的核心关连人士（定义见上市规则）。此外，投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的持股总额（直接和间接）不应导致公众人士持有的本公司证券总额（根据上市规则的规定及由联交所解释，包括但不限于上市规则第 8.08 条及第 19A.13A 条）低于上市规则第 8.08 条所规定的百分比或联交所不时可能批准并适用于本公司的其他百分比。投资者同意，如果投资者注意到上述任何情况，将书面通知本公司、联席保荐人及整体协调人。
- 5.5 投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、联席保荐人及／或整体协调人合理要求后，向本公司、联席保荐人及整体协调人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得且须促致其控股股东、联系人及其各自的实益所有人均不得在簿记建档过程中申请或下单购买全球发售下的 H 股股份（投资者股份除外）或申请认购香港公开发售下的 H 股股份。
- 5.6 投资者及其联属人士、联系人、董事、监事（如适用）、高级管理人员、雇员、代理人或代表不得直接或间接与本公司、本公司控股股东（如招股章程中所界定）、本集团任何成员公司或其各自联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员或代理人签订违背或违反上市规则（包括上市指南第 4.15 章或香港监管机构发布的其他书面指引）的任何安排或协议（包括任何附函）。

5.7 投资者将在未获得外部融资的情况下利用内部资源为其认购投资者股份提供资金。

6. 承认、陈述、保证及承诺等

6.1 投资者向本公司、联席保荐人和整体协调人中的每一方陈述、承诺、保证、承认、同意及确认：

- (a) 本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的示意性区间，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎公开文件所载的示意性区间，本公司、联席保荐人、整体协调人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何责任；
- (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及作为展示文件的重大合同；
- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人（定义见上市规则）披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；
- (d) 投资者确认及同意本公司、联席保荐人及整体协调人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交其根据本协议购买 H 股股份或以其他方式参与配售的信息；投资者确认并承诺披露和提供有关其他直接或间接投资者透过换股安排或其提供或管理的其他金融或投资产品投资于 H 股股份的所有必要资料（包括但不限于身份和认购金额）；
- (e) 发售价完全且排他性地按照全球发售的条款和条件由本公司及整体协调人（代表自身及全球发售包销商）厘定，并且投资者概无任何权利就此提出任何异议；
- (f) 投资者将由投资者通过整体协调人及／或其作为国际发售中国际包销商的国际代表身份的联属人士认购；
- (g) 投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；

- (h) 投资者股份数目可受根据上市规则第 18 项应用指引或上市指南第 4.14 章或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的 H 股股份重新分配所影响；
- (i) 在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、联席保荐人及／或整体协调人已经、或可能及／或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (j) 本公司、联席保荐人及整体协调人，或其各自的任何联属人士、联系人、附属公司、代理人、董事、监事、高级管理人员、雇员、合伙人、顾问或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、融资、货币或经济等后果承担任何责任；
- (k) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何人士的原因或利益，除非该司法管辖区适用法律允许；
- (l) 其理解并同意投资者股份的转让仅可(A)根据证券法第 144A 条或证券法项下的其他可享有的豁免在美国境内进行；或(B)根据证券法 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (m) 其理解，本公司、联席保荐人、整体协调人或国际发售的任何国际包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、联系人、合伙人和代表均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有证券法第 144 条或证券法项下任何其他可享有的豁免的任何陈述；
- (n) 除第 5.3 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；
- (o) 在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何联席保荐人、整体协调人、其他包销商以及本公司、其各自的联属人士、联系人、附属公司、代理人、董事、监事（如适用）、高级管理人员、员工、合伙人、顾问和代表因本协议和全球发售而产生或与之相关的任何索赔；

- (p) 其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及／或内幕信息（定义见证券及期货条例）的信息，且在不影响其已签订的任何保密协议的前提下，其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问、及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者、或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第(p)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (q) 本协议、在保密基础上提供给投资者及／或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及／或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
- (i) 可能已经提供给投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
- (ii) 可能已经提供给（无论书面或口头地）投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股股份或其他证券的要约或邀请的依据；及
- (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；
- (r) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

- (s) 其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、联席保荐人或整体协调人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；
- (t) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、联席保荐人及／或整体协调人（包括其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由公司、联席保荐人、整体协调人或各自的董事、监事（如适用）、高级职员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、联席保荐人、整体协调人及其各自的董事、监事（附属公司、适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、联席保荐人、整体协调人及其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其董事、监事（如适用）、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何责任；
- (u) 联席保荐人、整体协调人、其他全球发售的包销商及其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、监事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；
- (v) 投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；
- (w) 其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，

或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何联席保荐人、整体协调人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、联席保荐人、整体协调人或其各自的联系人、联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员、合伙人、顾问、代理或代表，以及参与全球发售的任何其他方均不对投资者股份的收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (x) 投资者了解投资者股份目前不存在公开市场，且本公司、联席保荐人、整体协调人、全球发售包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、代表、联系人及合伙人，以及参与全球发售的任何各方均未就投资者股份将永远存在公开或活跃市场作出任何保证；
- (y) 如果出于任何原因，全球发售被延迟或终止或无法完成，本公司、联席保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级管理人员、雇员、合作伙伴、顾问、代理人或代表均不对投资者或其附属公司负有任何责任；
- (z) 本公司及整体协调人将拥有全权绝对酌情决定权改变或调整(i)全球发售项下将予发行的H股股份数目；(ii)全球发售项下香港公开发售及国际发售的H股股份数量；及(iii)其他调整或重新分配发售的H股股份、发售价区间及最终发售价，但须经联交所批准并符合适用法律；
- (aa) 投资者与本公司、本公司任何股东、联席保荐人及／或整体协调人之间不存在与全球发售相关的其他协议，除本协议以及投资者、本公司、联席保荐人及整体协调人签订的保密协议（如有）之外；
- (bb) 投资者并未因任何直接出售（按照证券法S规例中定义）而购买投资者股份，且投资者、其任何联属人士及代表投资者或其任何联属人士的任何人士均未参与及将不会参与有关投资者股份的任何直接出售（按照证券法S规例中定义）；
- (cc) H股的任何交易须遵守适用法律及法规，包括根据证券及期货条例、上市规则、证券法及任何主要证券交易所的任何其他适用法律、法规及相关规则买卖股份的限制；
- (dd) 除非遵守本协议中的限制规定，否则任何针对相关股份的要约、出售、质押或其他转让均不被本公司承认；及

- (ee) 投资者同意应在上市日期的香港时间上午八时前或根据第4.4条约定的有关其他日期前支付总投资额及相关经纪佣金和征费。

6.2 投资者向本公司、联席保荐人及整体协调人进一步承认、陈述、保证及承诺：

- (a) 其根据其成立地的法律正式成立、有效存续，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (c) 其具有合法权利和权限拥有、使用、租赁和经营其资产，并以目前的方式开展其业务；
- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；
- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；
- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“批准”），而该等批准保持全面有效及并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议日期，所有批准均未被撤回，投资者亦不知悉任何可能导致批准失效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果任何批准不再具有充分效力或因任何原因失效、被撤销、撤回或搁置，将立即书面通知本公司、联席保荐人及整体协调人；
- (h) 投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组建或组织章程文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用的任何司法管辖区的法律，或(iii)对投资者具有约束力的任何协议或其他文书，或(iv)对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在任何监管机构规定的时间内，直接或通过本公司、联席保荐人及／或整体协调人间接地向联交所、证监会、中国证监会及/或任

何其他政府、公共、货币或监管部门或机关或证券交易所（合称“**监管机构**”）提供或促成提供并同意披露该等监管机构要求的信息（包括但不限于(i)投资者及投资者股份最终实益所有人及／或最终负责对认购发出指示的人员（如有）的身份信息（包括但不限于姓名、注册成立地点）、(ii)本协议下进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数目、总投资额、本协议下的禁售期限限制）、(iii)交易结构（包括涉及投资者股份的任何换股安排或其他金融或投资产品、直接及间接认购人及其最终实益所有人及该换股安排或其他金融或投资产品的提供者的身份资料）、(iv)投资者或其实益所有人和联系人与本公司及其任何股东的任何关联关系）（“**投资者相关信息**”）。投资者进一步授权本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、董事、监事（如适用）、高级职员、员工、顾问和代表向该等监管机构披露及按照上市规则或适用法律或有关监管机构的要求在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；
- (k) 其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何联席保荐人或整体协调人就其项下预期交易的客户；
- (l) 其以自身名义，为其自身投资目的及以自有资金投资为基础认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、监事或高级管理人员；
- (m) 其在美国境外按照证券法 S 规例中定义的“境外交易”实施认购投资者股份且其目前及将来不是美国人士；
- (n) 投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；
- (o) 投资者及其实益拥有人及／或联系人：(i)为独立于本公司或其联属人士的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见香港证监会公司收购、合并及股份回购守则）；(iii)具有履行本协议项下所有义务的财务能力；(iv)不由(a)本公司的任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、监事、最高行政人员、控股股东、

主要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v) 除非以书面形式向公司、联席保荐人及整体协调人披露，否则与公司或其任何股东没有关联关系；

- (p) 投资者将以自有资金投资为基础认购投资者股份，投资者未获得且不拟获得贷款或其他形式的融资以履行其在本协议下的付款义务；
- (q) 投资者、其实益拥有人及／或联系人均不是(i)任何联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”，或(ii) 本公司任何现有股东的紧密联系人。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (r) 根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“全权管理投资组合”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (s) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (t) 投资者未与任何“分销商”（定义见证券法 S 规例）就 H 股股份的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；
- (u) 认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）、上市指南第 4.15 章以及证监会颁布的指引（经不时更新或修订），并且其将避免以会导致公司、联席保荐人及/或整体协调人违反该等规定的方式采取行动；
- (v) 投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (w) 投资者、其实益拥有人及／或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、联席保荐人、整体协调人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；

- (x) 投资者或其联属人士、联系人、董事、监事（如适用）、高级职员、雇员、代理人或代表与本公司或其控股股东（如招股章程中所界定）、本集团任何成员公司或其各自的联属人士、董事、监事、高级职员、雇员或代理人之间没有订立或将订立任何协议或安排，包括不符合上市规则（包括上市指南第 4.15 章）的附函；
- (y) 除根据本协议及/或符合上市指南第 4.15 章的规定外，投资者或其任何关联方均未通过簿记程序申请或下订单购买全球发售的任何股份；
- (z) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；及
- (aa) 除先前向公司、联席保荐人及整体协调人书面披露的情况外，投资者、其实益拥有人及/或联系人没有也不会订立任何涉及投资者股份的换股安排或其他金融或投资产品。

6.3 投资者向本公司、联席保荐人及整体协调人陈述并保证，Schedule 2 所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、联席保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及/或可能由或代表本公司、联席保荐人及/或整体协调人发布的与全球发售有关的其他公告中可提及并加入其名称以及本协议的全部或部分描述（包括Schedule 2 所载的描述）或以其他方式提交予任何相关监管机构，前提是在每种情况下在本公司、联席保荐人及整体协调人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及/或有关本公司、联席保荐人及/或多席整体协调人为确保其遵守适用法律及/或公司或证券登记及/或相关监管机构（包括但不限于联交所、证监会和中国证监会）而合理要求事项的其他信息及/或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性，并将其将立即书面通知该说明的任何变更，并向公司、联席保荐人及整体协调人提供意见及该等更新信息及/或支持文件。

6.4 投资者了解，第6.1条及第6.2条中的保证、承诺、陈述、协议、确认和承认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、联席保荐人、整体协调人、全球发售的包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖其中所载的投资者保证、承诺、陈述、协议、确认和承认的真实性、完整性及准确性，并且投资者同意如果其中的任何保证、承诺、陈述、协议、确认或承认的任何方面不再真实、准确和完整或具有误导性或欺骗性，将立即书面通知本公司、联席保荐人及整体协调人。

- 6.5 投资者同意并承诺，对于向本公司、联席保荐人、整体协调人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、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、代理人 and 代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任。
- 6.6 投资者在第6.1条、第6.2条、第6.3条、第6.4条及第6.5条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期重复作出。
- 6.7 本公司陈述、保证并承诺：
- (a) 其依据中国法律依法成立并有效存续；
 - (b) 其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动；
 - (c) 在已足额付款并且遵守第5.1条规定的禁售期的前提下，除投资者股份不得由中国的法人或自然人认购或在彼等之间买卖（若干中国合格境外机构投资者、沪港通或深港通下的合资格中国投资者及根据相关中国法律法规或经任何主管机关批准有权持有 H 股股份的其他人士除外）外，投资者股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让，且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的 H 股股份享有同等地位；
 - (d) 本公司、本公司控股股东（如招股章程中所界定）、本集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、高级管理人员、雇员或代理人达成任何与上市规则（包括上市指南第 4.15 章）不符的协议或安排，包括任何附函；及
 - (e) 除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、监事、高级管理人员、雇员或代理人未与任何政府机关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。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载资料，且投资者就国际发售通函与购买国际发售 H 股的其他投资者拥有同等权利。

7. 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第3.2条、第4.5条或第4.7条终止；
- (b) 如果在国际发售的交割当日或之前投资者方面严重违反本协议（或根据第5.3条转让投资者股份的投资者全资子公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺协议、承认及确认），则本公司、联席保荐人及整体协调人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或
- (c) 所有各方书面同意后终止本协议。

7.2 在不影响第7.3条规定的前提下，如果根据第7.1条终止本协议，各方无须继续履行其在本协议项下的各自义务（第8.1条项下的保密义务除外），各方在本协议项下的权利和责任（下文第11条项下的权利除外）应终止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

7.3 即使本协议终止，第6.5条及投资者在本协议中作出的弥偿保证在任何情况下应继续有效。

8. 公布和保密

8.1 除非本协议和投资者签订的保密协议（如有）中另有规定，否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、联席保荐人、整体协调人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

- (a) 向联交所、证监会、中国证监会及／或本公司、联席保荐人及／或整体协调人受制的其他监管机构披露，且将由或代表本公司刊发的公开文件、营销和路演材料以及将由或代表本公司、联席保荐人及／或整体协调人刊发的与全球发售有关的其他公告或展示文件中可对投资者的背景以及本公司和投资者之间的关系作出说明；
- (b) 向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人在其需要知晓的范围内披露，但前提是披露方应：(i)促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人知晓并遵守本协议中列明的所有保密义务，及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、

董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人违反该等保密义务的行为负责；及

- (c) 任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）或证券交易所规则的要求（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提交给香港公司注册处办理登记并供展示），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

- 8.2 投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、联席保荐人及整体协调人的意见，并获得彼等的事先书面同意。
- 8.3 本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、联席保荐人及整体协调人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见和证明文件。
- 8.4 投资者立即承诺就编制第8.1条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景信息、与本公司的关系、所有权（包括最终实益所有权）、及／或本公司、联席保荐人或整体协调人为了以下目的可能合理要求的事项的进一步信息及／或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、联席保荐人及整体协调人遵守适用的公司或证券登记要求及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

9. 通知

- 9.1 本协议下传达的所有通知应使用英文或中文书写，且应以第9.2条要求的形式发送至以下地址：

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
公司	传真： 不适用 电邮： hefei.wang@mabwell.com 收件人： Ms. Hefei Wang (王鹤飞)	中国 上海市 中国（上海）自由贸易试验区 蔡伦路230号 2幢105室

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
投资者	电邮: TONGSAM090@GMAIL.COM 收件人: Tang Chunshan	香港南区黄竹坑香叶道2号 ONE ISLAND SOUTH 7楼19室
中信证券	传真: +852 2868 0189 电邮: project531@clsa.com 收件人: Project 531	香港 金钟道88号 太古广场一期18楼
海通资本	电邮: project.531@htisec.com 收件人: Project 531	香港中环 港景街1号 国际金融中心一期 3001-3006室及3015-3016室
中信里昂	传真: +852 2868 0189 电邮: project531@clsa.com 收件人: Project 531	香港 金钟道88号 太古广场一期18楼
海通证券	电邮: project.531@htisec.com 收件人: Project 531	香港中环 海景街1号 国际金融中心一期 28楼、30楼3001-3010室及3015-3016室
招银国际	传真: +852 3900 0865 电邮:	香港 中环 花园道三号

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
	project.531@cmbi.com.hk 收件人: CMBI ECM (Project 531)	冠君大厦 45 楼
兴证国际	传真: +852 3509 5900 电邮: ecm_ib@xyzq.com.hk 收件人: ECM (Project 531)	香港 上环 德辅道中 199 号 无限极广场 32

- 9.2 本协议项下交付的任何通知应以专人交付、传真或邮件发送或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如果通过电子邮件发送，则在发送时间之后立即发送（根据发件人发送电子邮件的设备上的记录，无论该电子邮件是否被确认，除非发件人收到电子邮件未送达的自动信息），及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满 48 小时（或满 6 日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. 一般规定

- 10.1 每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求的同意、批准和授权外，该方在履行其在本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。
- 10.2 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执行其在本协议项下任何或全部权利。
- 10.3 就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定应具有决定性，但有明显错误者除外。
- 10.4 投资者、本公司、联席保荐人及整体协调人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及／或批准相互配合。

- 10.5 对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。
- 10.6 本协议仅以中文签订。
- 10.7 除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方／卖方和相关受让方／买方平均承担。
- 10.8 时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。
- 10.9 本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第4条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。
- 10.10 除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。
- 10.11 除第10.11条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：
- (a) 受偿方可强制执行并依赖第6.5条（但应在如同其为本协议一方的相同范围内）。
- (b) 在未获得第(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。
- 10.12 联席保荐人及整体协调人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等联席保荐人或整体协调人仍应对根据本分条被授予相关权利、职责、权力及／或酌情决定权的任何联属人士的一切作为和不作为负责。
- 10.13 一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

- 10.14 如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：
- (a) 本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或
 - (b) 本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。
- 10.15 本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。
- 10.16 如果投资者在上市日期当日或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、联席保荐人及整体协调人有权解除本协议，且各方在本协议下的所有义务应立即中止。
- 10.17 每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

11. 管辖法律及司法权区

- 11.1 本协议及各方之间的关系应受香港法律管辖，并据以解释。
- 11.2 因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

12. 豁免权

- 12.1 如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决

定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. 副本

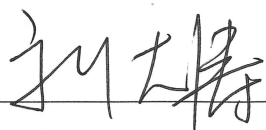
- 13.1 本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成一份完整的协议。以电子邮件附件（PDF 格式）或传真形式交付签字后的本协议签字页副本应视为有效的交付形式。

各方已通过其正式授权签字人于本协议文首所书之日签署了本协议，以资证明。

代表：

迈威（上海）生物科技股份有限公司

签署：

_____

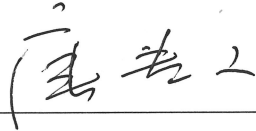
名称：刘大涛

职衔：执行董事

为及代表:

CHARM HARVEST INTERNATIONAL LIMITED

签署:

A handwritten signature in black ink, appearing to be '唐春山' (Tang Chunshan), written above a horizontal line.

姓名: 唐春山

职务: 董事

为及代表：

中信證券（香港）有限公司

签署：



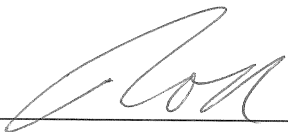
姓名：Gary Wang

职务：联席董事

为及代表：

海通国际资本有限公司

签署：



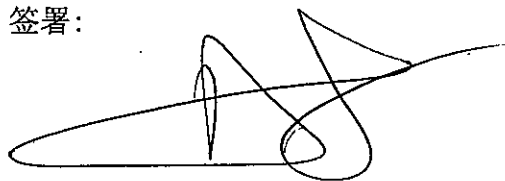
姓名：Ronny Chan

职务：董事总经理

为及代表:

中信里昂證券有限公司

签署:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

姓名: Heung Li

职务: 董事总经理

为及代表:

中信里昂證券有限公司

签署:



姓名: Gary Wang

职务: 联席董事

为及代表：

海通国际证券有限公司

签署：

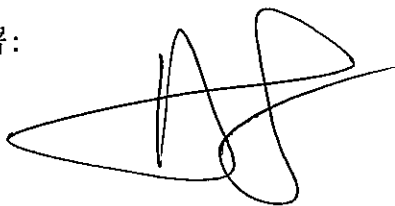
A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署:

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

姓名: Heung Li

职务: 董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署：



姓名：Gary Wang

职务：联席董事

由以下人士为及代表
海通国际证券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署：

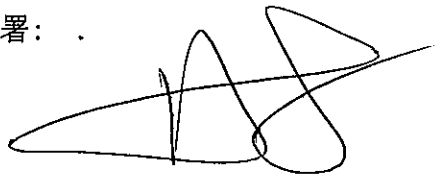
A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署：

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

姓名：Heung Li

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署:



姓名: Gary Wang

职务: 联席董事

由以下人士为及代表
海通国际证券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署：

A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

SCHEDULE 1

附表一

投资者股份

投资者股份数目

投资者股份数目须等于：(1) 700万美元的等值港元（以招股章程中披露的港元收盘价兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以(2) 发售价，舍入到最接近的一整手200股H股股份。

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的 H 股股份重新分配所影响。倘若香港公开发售的 H 股股份总需求量属于本公司的最终招股章程“全球发售的架构 – 香港公开发售 – 重新分配及回补”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i) 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%）；(ii) 上市规则第 19A.13A 条规定或联交所另行豁免的最低公众持股量规定、上市规则第 19A.13C 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

SCHEDULE 2

附表二

投资者详情

投资者

注册成立所在地:	香港南区黄竹坑香叶道 2 号 ONE ISLAND SOUTH 7 楼 19 室
公司注册证书编号:	1553183
商业登记号码:	5380 7718
法人机构识别编码:	N/A
营业地址及电话及联系人:	地址: 香港南区黄竹坑香叶道 2 号 ONE ISLAND SOUTH 7 楼 19 室 电话: +852 3691 8881 联系人: 唐春山
主营活动:	投资活动
最终控股股东:	唐春山
最终控股股东的注册成立所在地:	N/A
最终控股股东的商业登记号码及其法人机构识别编码:	N/A
最终控股股东的主营活动:	N/A
股东及所持股权:	唐春山 100%
投资者说明 (待载入招股章程):	CHIL is a limited liability company incorporated in Hong Kong in January 2011 and is primarily engaged in investment activities. CHIL is wholly owned by Mr. Tang, an executive Director and Controlling Shareholder. Therefore, CHIL is a core connected person of the Company and a close associate of an existing shareholder of the Company. The Stock Exchange has granted a waiver from strict compliance with the

requirements under Rules 9.09(b) and Rule 10.03 of the Listing Rules, and a written consent under paragraph 1C(2) of Appendix F to the Listing Rules, to allow CHIL to participate as a cornerstone investor in the Global Offering to subscribe for the H Shares to be issued by the Company under the International Offering. For further details, please refer to the section headed “Waivers and Exemption—Cornerstone Subscription by A Core Connected Person during the Listing Application Process.”

昌榮國際為一家於 2011 年 1 月在香港註冊成立的有限公司，主要從事投資活動。昌榮國際由執行董事及控股股東唐先生全資擁有。因此，昌榮國際為本公司的核心關連人士，亦為本公司現任股東的緊密聯繫人。聯交所已授出嚴格遵守上市規則第 9.09(b)條及第 10.03 條規定的豁免，並根據上市規則附錄 F 第 1C(2)段授出書面同意，允許昌榮國際作為基石投資者參與全球發售，以認購本公司根據國際發售將予發行的 H 股。詳情請參閱「豁免及免除 — 核心關連人士於上市申請過程中作出的基石認購」一節。

相关投资者类别（联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别）：

基石投资者

现有股东/董事或其紧密联系人（如《上市规则》第 1 章所定义）

基石投资协议

2026 年 4 月 16 日

迈威（上海）生物科技股份有限公司

与

WUXI BIOLOGICS HEALTHCARE VENTURE

及

中信證券（香港）有限公司

及

海通国际资本有限公司

及

中信里昂證券有限公司

及

海通国际证券有限公司

及

招银国际融资有限公司

及

兴证国际融资有限公司

本协议（本“协议”）于2026年4月16日订立

订约方为：

- (1) **迈威（上海）生物科技股份有限公司**，一家于2017年5月12日根据中国法律成立的有限公司，其于2020年6月30日改制为在中国成立的股份有限公司，其注册地址位于中国上海市中国（上海）自由贸易试验区蔡伦路230号2幢105室（“**本公司**”）；
- (2) **WUXI BIOLOGICS HEALTHCARE VENTURE**，一家于香港注册成立的有限
责任合伙，其注册办事处地址位于香港中环皇后大道中138号威享大厦18楼1819室（“**投资者**”）；
- (3) **中信證券（香港）有限公司**，位于香港金钟道88号太古广场一期18楼（“**中信证券**”）；
- (4) **海通国际资本有限公司**，位于香港中环港景街1号国际金融中心一期3001-3006室及3015-3016室（“**海通资本**”，与中信证券统称及各自称为“**联席保荐人**”）；
- (5) **中信里昂證券有限公司**，位于香港金钟道88号太古广场一期18楼（“**中信里昂**”）；
- (6) **海通国际证券有限公司**，位于香港中环海景街1号国际金融中心一期28楼、30楼3001-3010室及3015-3016室（“**海通证券**”，与中信里昂统称及各自称为“**保荐人兼整体协调人**”）；
- (7) **招银国际融资有限公司**，位于香港中环花园道三号冠君大厦45楼（“**招银国际**”）；及
- (8) **兴证国际融资有限公司**，位于香港上环德辅道中199号无限极广场32楼（“**兴证国际**”，与中信里昂、海通证券和招银国际统称及各自称为“**整体协调人**”）。

鉴于：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其H股股份（定义见下文）在联交所（定义见下文）上市，全球发售包括：
 - (i) 本公司通过首次公开发售以供香港公众认购于招股章程（定义见下文）中所述数量的H股股份（可予调整）（“**香港公开发售**”）；及
 - (ii) 根据证券法（定义见下文）S规例和在美国境外向投资者（包括向香港的专业及机构投资者进行配售）首次有条件配售本公司发售的于招股章程中所述数量的H股股份（可予调整）（“**国际发售**”）。

- (B) 中信证券和海通资本担任全球发售的联席保荐人，由中信里昂和海通证券担任全球发售的保荐人兼整体协调人，并由中信里昂、海通证券、招银国际和兴证国际担任全球发售的整体协调人。
- (C) 投资者希望受限于及根据本协议列明的条款及条件认购作为国际发售一部分的投资者股份（定义见下文）。

特此约定如下：

1. 定义和解释

- 1.1 本协议（包括其附表及背景陈述）中，下列各词语及表达除文义另有规定外，须具有以下涵义：

“**联属人士**”就特定个人或实体而言，除文义另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受上述特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，“控制”（包括“控制”、“受控制”及“共同受控制”）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

“**会财局**”指香港会计及财务汇报局；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第6.2(g)条赋予该词的涵义；

“**A 股**”指本公司发行的每股面值人民币 1.00 元的普通股，于上海证券交易所科创板上市，并以人民币买卖；

“**联系人／紧密联系人**”须具有上市规则赋予该词的涵义，“**多位联系人／多位紧密联系人**”亦须据此解释；

“**经纪佣金**”指依照上市规则费用规则第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）；

“**中央结算系统**”指由香港中央结算有限公司设立及运作的香港中央结算及交收系统；

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

“**公司条例**”指不时经修订、补充或以其他方式修改的《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改的《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**”须具有上市规则赋予该词的涵义，除非上下文另有解释，“**多位关连人士／多位核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

“**控股股东**”除文义另有规定外，须具有上市规则赋予该词的涵义，“**多位控股股东**”亦须据此解释；

“**中国证监会**”指中国证券监督管理委员会，其为负责监督和管理中国证券市场的监督管理机构；

“**中国证监会备案规定**”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引，包括其不时进行的修改、补充或其他修改。

“**处置**”指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售或者设立任何产权负担或同意设立任何产权负担），或者（无论直接或间接地并且无论有条件或无条件地）就可转换为、可行使以获得或可兑换为该等相关股份或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或
- (ii) 订立任何换股或其他安排，以将该等相关股份或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或
- (iii) 订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

“**FINI**”具有上市规则项下赋予该词的涵义；

“**全球发售**”具有背景陈述(A)赋予该词的涵义；

“**政府机关**”指任何政府、政府间、监管或行政委员会、理事会、团体、部门、机关或机构或任何证券交易所(包括但不限于联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关，不论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关；

“**本集团**”指本公司和其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

“**H 股**”是指公司股本中每股面值人民币 1.00 元的普通股，将以港元认购及买卖，并将于联交所上市；

“**受偿方**”具有第6.5 条赋予该词的涵义；并且“**受偿方**”应视文意而定，指其中任何一方；

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

“**国际发售通函**”指本公司拟就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条赋予该词的涵义；

“**投资者股份**”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的 H 股股份数目（如Schedule 1 所计算）；

“**联席保荐人**”具有背景陈述(B)赋予该词的涵义，也指其中任何一方（视文义而定）；

“法律”指所有相关司法管辖区的任何政府机关（包括但不限于联交所、证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“征费”指占总投资额的0.0027%的证监会交易征费（或者于上市日期适用的交易征费）、占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）以及占总投资额的 0.00015%的会财局交易征费（或者于上市日期适用的交易征费）；

“上市日期”指 H 股股份首次于联交所主板上市的日期；

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

“上市规则”指香港联合交易所有限公司证券上市规则及联交所不时修订、补充或以其他方式修改的上市决策、指引和其他上市要求；

“禁售期”具有第5.1 条赋予该词的涵义；

“发售价”指根据全球发售发行或出售 H 股股份的每股股份最终港元价格（不包括经纪佣金和征费）；

“整体协调人”指名列招股章程“董事、监事及参与全球发售的各方”一节的整体协调人，也指其中任何一方（视文义而定）；

“各方”指本协议中具名的各方，“一方”指其中任何一方（视文义而定）；

“中国”指中华人民共和国，就本协议而言，不包括中国香港、澳门及台湾地区；

“初步发售通函”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的初步发售通函及不时对其进行的修订、补充或其他修改；

“专业投资者”指具有证券及期货条例附表一第一部赋予该词的涵义；

“以自有资金投资为基础”指投资人并非作为任何第三方的代理人，而是为其自身利益及投资目的所进行的投资，无论该等投资是否为该投资人的任何股东或基金投资人之利益而进行；

“招股章程”指本公司将就香港公开发售于香港发行的最终招股章程；

“公开文件”指经不时修订或补充的，国际发售的初步发售通函及国际发售通函、及本公司将就香港公开发售在香港刊发的招股章程以及本公司可能就全球发售可能刊发的此类其他文件和公告；

“**监管机构**”具有第6.2(i)条赋予该词的涵义；

“**相关股份**”指投资者或在本协议第2.2 条下投资者全资附属公司（如有）依据本协议认购的投资者股份，以及依据任何供股、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）；

“**人民币**”指人民币，中国法定货币；

“**证券法**”指美国 1933 年证券法（经不时修订、补充或以其他方式修改）及据此颁布的规则及规例；

“**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、补充或以其他方式修改的《证券及期货条例》（香港法例第 571 章）；

“**股份**”指本公司股本中每股面值人民币 1.00 元的普通股，包括 A 股及 H 股；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例所载的涵义；

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法项下的 S 规例赋予该词的涵义。

1.2 本协议中除文义另有要求外：

- (a) 对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 背景陈述和附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述和附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；

- (f) 对法规、法律条文、规定或规则的提述包括对以下内容的提述：
 - (i) 不时合并、修订、补充、修改、重新制定的该法规、条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
 - (ii) 就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
 - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对“**规章**”的提述包括任何政府、政府间或超国家团体、机构、部门或任何监管机构、自律监管机构或其他机关或组织作出的（无论是否具有法律效力的）任何规章、规则、官方指令、意见、通知、通函、命令、要求或指引；
- (h) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (i) 对“**人士**”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；
- (j) 对“**包括**”的提述应被解释为包括但不限于；及
- (k) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. 投资

2.1 在下文第3条所指的条件得到落实（或各方共同豁免，但第3.1(a), 3.1(b), 3.1(c), 3.1(d)和3.1(e)条所列条件不得豁免，第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免，第3.1(g)条所列条件只能由投资者豁免）的情况下，及依据本协议载明的其他条款及条件：

- (a) 投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及／或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配发和配售并且整体协调人将向投资者分配及／或交付（视情况而定）或者促使分配及／或交付（视情况而定）投资者股份；及
- (b) 投资者将按照第4.2条支付投资者股份的总投资额、经纪佣金及征费。

2.2 投资者可通过向本公司、联席保荐人及整体协调人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的投资者全资附属公司认购投资者股份，且该全资附属公司 (i) 目前及将来不是美国人士；(ii) 位于美国境外且 (iii) 按照证券法 S 规例在境外交易中购买投资者股份，前提是：

- (a) 投资者须促使该全资附属公司在该日向本公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认的约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、联席保荐人及整体协调人保证该全资附属公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)承诺按照第6.5条一经要求即向各受偿方作出完全及有效的弥偿，并按要求始终使其得到弥偿。

投资者在第2.2条下的责任构成直接、主要及无条件的责任，以按要求向本公司、联席保荐人及整体协调人支付该全资附属公司有责任根据本协议支付的款项，并按要求在合理可行的情况下尽快履行该全资附属公司在本协议下的任何责任，而无需本公司、联席保荐人及整体协调人首先对该全资附属公司或任何其他人士采取措施。除文义另有规定者外，投资者一词须根据本协议诠释以涵盖该全资附属公司。

- 2.3 在根据第4.2条规定支付相应款项后，投资者股份在根据第4.3条交付给投资者时，应为已全额缴足且不附带任何选择权、留置权、押记、抵押、质押、索偿权、衡平法权利、负担及其他第三方权利，并与当时已发行且将在联交所上市的H股股份享有同等地位。
- 2.4 本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据Schedule 1决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

3. 交割条件

- 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，以及本公司及整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所列条件不得豁免，第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免，第3.1(g)条所列条件只能由投资者豁免）：

- (a) 香港公开发售的包销协议及国际发售的包销协议已经订立且在不晚于此等包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；

- (b) 本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价，并且与全球发售相关的定价协议的各方已签署该定价协议；
- (c) 联交所上市委员会已批准 H 股的上市并准许买卖 H 股（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖 H 股之前并未被撤销；
- (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，且该等受理通知书及／或经公布的备案结果于联交所开始买卖 H 股之前并未被拒绝、撤回、撤销或使其无效；
- (e) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；
- (f) 投资者在本协议项下的各项陈述、保证、承认、承诺和确认在所有重大方面现时（截至本协议之日）及将来（截至上市日期）均属准确、真实及完整，且不具有误导性或欺骗性，且投资者概无严重违反本协议；及
- (g) 本公司在本协议项下的各项陈述、保证、承认、承诺和确认在所有重大方面现时（截至本协议之日）及将来（截至上市日期）均属准确、真实及完整，且不具有误导性或欺骗性，且本公司概无严重违反本协议。

3.2 如果第3.1 条所载的任何条件于本协议生效之日后满六十（60）天（或本公司、投资者、联席保荐人及整体协调人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所列条件不得豁免，第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免并且第3.1(g)条所列条件只能由投资者豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须不晚于本协议终止之日起十五（15）天内由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且投资者、本公司、联席保荐人及／或整体协调人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本条文的任何内容不得被解释为使投资者有权在本条文项下前述日期之前的期间内对投资者在本协议项下的各项陈述、保证、承诺、承认及确认的任何违反进行补救。

3.3 投资者承认无法保证全球发售将完成、不被延迟或终止、或发售价将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延迟或终止、未在拟定日期和时间之前进行、完成或根本未予完成、或发售价未处于公开文件所载列的示意性区间内，本公司、联席保荐人或整体协调人不向投资者承担任何责任。投资者特此放弃基于全球发售延迟或出于任何原因被延迟或终止、

未在拟议日期和时间之前进行、完成或根本未予完成、或发售价未处于公开文件所载列的示意性区间内而向本公司、联席保荐人及／或整体协调人或其各自的联属人士、附属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理人、顾问和代表提起任何申索或诉讼的权利（如有）。

4. 交割

- 4.1 根据第3条和本第4条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的国际代表身份的整体协调人（及／或其联属人士），按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时被认购，时间及方式须由本公司和整体协调人确定。
- 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香港时间上午八点或之前通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少五(5)个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 在依据第4.2条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两（2）个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.4 如果总投资额和相关经纪佣金及征费的付款（无论全部或部分）并未于本协议规定的时间及方式收取或结清，则本公司、联席保荐人及整体协调人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任须停止及终止（但不得损害本公司、联席保荐人及整体协调人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第6.5条在税后基础上完全负责承担并向各受偿方作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。
- 4.5 如果不能满足(a)上市规则第8.08(3)条的规定，即在上市日前三大公众股东实益拥有的H股股份不得超过公众持股量的50%；(b)上市规则第19A.13A条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19A.13C条规定的最低自由流通量规定；(d)上市规则第18项应用指引第3.2段；或(e)上市规则有关H股公众持股量的任何其他规定，则整体协调人和本公司有权自行决定调整分配投资者认购的投资者股份数量，以满足上市规则第8.08(3)条的规定或上市规则有关H股公众持股量的相关规定。
- 4.6 如本公司、联席保荐人，整体协调人及其各自的联属人士各自因其控制以外（视乎情况而定）的状况，包括但不限于天灾、洪水、已宣布或未宣布的战争、

恐怖主义活动、国家、国际或地区紧急状态、灾害、灾难、经济制裁、爆炸、海啸、地震、火山爆发、严重交通中断、政府运作失能、公众骚乱、政治动荡、敌对行动的爆发或升级、疾病或大流行病的爆发或升级（包括但不限于 SARS、猪或禽流感、H5N1、H1N1、H1N7、H7N9、MERS、新冠肺炎以及此类相关/突变形式）、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、技术故障、意外或机械或电气故障、计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况，而被阻止或延迟履行其在本协议下的义务，本公司、联席保荐人，整体协调人或其各自的联属人士、附属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理人、顾问和代表各自无需（无论是否共同或单独）就任何延迟或未能执行其在本协议下规定的义务承担任何责任，且本公司、联席保荐人及整体协调人各自有权终止本协议。

5. 对投资者的限制

- 5.1 按照第5.3条，投资者与本公司、联席保荐人及整体协调人达成一致、订立契诺并承诺，未经本公司、联席保荐人及整体协调人各自的事先书面同意，投资者自上市日期（包括该日期）起至上市日期后六（6）个月之日（包括该日期）止（“禁售期”）内的任何时间，投资者不会并促使其联属人士不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使的证券或代表可收取上述证券的权利；(ii)允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或订立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，以现金或其它方式结算。
- 5.2 本公司、联席保荐人及整体协调人承认，在第5.1条规定的禁售期届满后，投资者或全资附属公司，可在符合适用法律规定的情况下自由处置任何有关股份，但投资者应尽一切合理努力确保该等处置不会造成H股股份市场混乱或虚假，并在其他方面遵守所有适用法律。
- 5.3 第5.1条的任何规定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，前提是，在所有情况下：
- (a) 在此类转让之前，该全资附属公司须发出按本公司、联席保荐人及整体协调人信纳的条款及形式作出及致彼等并以彼等为受益人的书面承诺，表示同意受让且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，包括但不限于本第5条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；

- (b) 该全资附属公司应被视为已作出第6条规定的相同承认、确认、承诺、陈述及保证；
 - (c) 投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；
 - (d) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且任何情况下于不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、联席保荐人及整体协调人信纳的条款及形式作出或投资者促致其作出及致彼等的书面承诺，表示同意，且投资者须促致该全资附属公司将，受本协议下投资者义务的约束，包括但不限于本协议第5条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及
 - (e) 该全资附属公司(i) 目前不是也将不会成为美国人士，也不是为了美国人士的原因或利益购买相关股份；(ii) 目前及将会位于美国境外且(iii)将会按照证券法 S 规例在境外交易中购买相关股份。
- 5.4 投资者同意并承诺，除了获得本公司、联席保荐人及整体协调人的事先书面同意外（相关同意不得无理拒绝或拖延），于上市日期后十二（12）个月内，，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“主要股东”而不时规定的其他百分比）。
- 5.5 投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、联席保荐人及／或整体协调人合理要求后，向本公司、联席保荐人及整体协调人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得且须促致其控股股东、联系人及其各自的实益所有人均不得在簿记建档过程中申请或下单购买全球发售下的 H 股股份（投资者股份除外）或申请认购香港公开发售下的 H 股股份，除非该等行动遵守上市指南第 4.15 章中规定的指引并已获联交所批准。
- 5.6 投资者及其联属人士、联系人、董事、监事（如适用）、高级管理人员、雇员、代理人或代表不得直接或间接与本公司、本公司控股股东（如招股章程中所界定）、本集团任何成员公司或其各自联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员或代理人签订违背或违反上市规则（包括上市指南第 4.15 章或香港监管机构发布的其他书面指引）的任何安排或协议（包括任何附函）。
- 5.7 投资者将在未获得外部融资的情况下利用内部资源为其认购投资者股份提供资金。

6. 承认、陈述、保证及承诺等

6.1 投资者向本公司、联席保荐人和整体协调人中的每一方陈述、承诺、保证、承认、同意及确认：

- (a) 本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的示意性区间，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎公开文件所载的示意性区间，除根据第 3.2 条规定，在符合该条款条件和方式的前提下，退还投资者根据本协议已为投资者股份支付的款项的义务外，本公司、联席保荐人、整体协调人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何责任；
- (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，前提是投资者已获得合理机会审查该披露中对其名称的描述、引用或使用，并作出合理要求的修改（如有）；以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及作为展示文件的重大合同；
- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人（定义见上市规则）披露，并且所有该等信息在各重大方面都是真实、完整和准确的，且不具误导性；
- (d) 投资者确认及同意本公司、联席保荐人及整体协调人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交其根据本协议购买 H 股股份或以其他方式参与配售的信息；投资者确认并承诺披露和提供有关其他直接或间接投资者透过换股安排或其提供或管理的其他金融或投资产品投资于 H 股股份的所有必要资料（包括但不限于身份和认购金额）；
- (e) 发售价完全且排他性地按照全球发售的条款和条件由本公司及整体协调人（代表自身及全球发售包销商）厘定，并且投资者概无任何权利就此提出任何异议，惟发售价不得高于每股 H 股港币 30.71 元（下称“**最高价格**”）或低于每股 H 股港币 27.64 元（下称“**最低价格**”）。倘若确定的发售价高于此处规定的最高价格或低于此处规定的最低价格，投资者有权自行决定单方面终止本协议，或按整体协调人书面通知投资者之日确定的发售价继续收购投资者股份；

- (f) 投资者将由投资者通过整体协调人及／或其作为国际发售中国际包销商的国际代表身份的联属人士认购；
- (g) 投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；
- (h) 投资者股份数目可受根据上市规则第 18 项应用指引或上市指南第 4.14 章或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的 H 股股份重新分配所影响；
- (i) 在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、联席保荐人及／或整体协调人已经、或可能及／或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (j) 本公司、联席保荐人及整体协调人，或其各自的任何联属人士、联系人、附属公司、代理人、董事、监事、高级管理人员、雇员、合伙人、顾问或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、融资、货币或经济等后果承担任何责任；
- (k) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何人士的原因或利益，除非该司法管辖区适用法律允许；
- (l) 其理解并同意投资者股份的转让仅可(A)根据证券法第 144A 条或证券法项下的其他可享有的豁免在美国境内进行；或(B)根据证券法 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (m) 其理解，本公司、联席保荐人、整体协调人或国际发售的任何国际包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、联系人、合伙人和代表均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有证券法第 144 条或证券法项下任何其他可享有的豁免的任何陈述；
- (n) 除第 5.3 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；
- (o) 其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及／或内幕信息（定义见证券及期货条例）

的信息，且在不影响其已签订的任何保密协议的前提下，其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问、及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者、或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第(o)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第(o)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股股份或本公司或其联属人士或联系人的其他证券或衍生工具；

- (p) 本协议、在保密基础上提供给投资者及／或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及／或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
- (i) 可能已经提供给投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
 - (ii) 可能已经提供给（无论书面或口头地）投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股股份或其他证券的要约或邀请的依据；及
 - (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；
- (q) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；
- (r) 其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资

者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、联席保荐人或整体协调人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；

- (s) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、联席保荐人及／或整体协调人（包括其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由公司、联席保荐人、整体协调人或各自的董事、监事（如适用）、高级职员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、联席保荐人、整体协调人及其各自的董事、监事（附属公司、适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、联席保荐人、整体协调人及其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其董事、监事（如适用）、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何责任；
- (t) 联席保荐人、整体协调人、其他全球发售的包销商及其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明及除第6条和第10.1条项下的保证和陈述之外，本公司及其董事、监事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；
- (u) 投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；
- (v) 其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、

财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何联席保荐人、整体协调人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证（除最终国际发售通函规定者及本协议项下的保证和陈述外），并且本公司、联席保荐人、整体协调人或其各自的联系人、联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员、合伙人、顾问、代理或代表均不对投资者股份的收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (w) 投资者了解投资者股份目前不存在公开市场，且本公司、联席保荐人、整体协调人、全球发售包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、代表、联系人及合伙人，以及参与全球发售的任何各方均未就投资者股份将永远存在公开或活跃市场作出任何保证；
- (x) 如果出于任何原因，全球发售被延迟或终止或无法完成，本公司、联席保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级管理人员、雇员、合作伙伴、顾问、代理人或代表均不对投资者或其附属公司负有任何责任；
- (y) 本公司及整体协调人将拥有全权绝对酌情决定权改变或调整(i)全球发售项下将予发行的H股股份数目；(ii)全球发售项下香港公开发售及国际发售的H股股份数量；及(iii)其他调整或重新分配发售的H股股份、发售价区间及最终发售价，但须经联交所批准并符合适用法律；
- (z) 投资者与本公司、本公司任何股东、联席保荐人及／或整体协调人之间不存在与全球发售相关的其他协议，除本协议以及投资者、本公司、联席保荐人及整体协调人签订的保密协议（如有）之外；
- (aa) 尽投资者所知，投资者并未因任何直接出售（按照证券法S规例中定义）而购买投资者股份，且投资者、其任何联属人士及代表投资者或其任何联属人士的任何人士均未参与及将不会参与有关投资者股份的任何直接出售（按照证券法S规例中定义）；
- (bb) H股的任何交易须遵守适用法律及法规，包括根据证券及期货条例、上市规则、证券法及任何主要证券交易所的任何其他适用法律、法规及相关规则买卖股份的限制；
- (cc) 除非遵守本协议中的限制规定，否则任何针对相关股份的要约、出售、质押或其他转让均不被本公司承认；及

- (dd) 投资者同意应在上市日期的香港时间上午八时前或根据第4.4条约定的有关其他日期前支付总投资额及相关经纪佣金和征费。

6.2 投资者向本公司、联席保荐人及整体协调人进一步承认、陈述、保证及承诺：

- (a) 其根据其成立地的法律正式成立、有效存续，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (c) 其具有合法权利和权限拥有、使用、租赁和经营其资产，并以目前的方式开展其业务；
- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；
- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；
- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“批准”），而该等批准保持全面有效及并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议日期，所有批准均未被撤回，投资者亦不知悉任何可能导致批准失效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果任何批准不再具有充分效力或因任何原因失效、被撤销、撤回或搁置，将立即书面通知本公司、联席保荐人及整体协调人；
- (h) 投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组建或组织章程文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用的任何司法管辖区的法律，或(iii)对投资者具有约束力的任何协议或其他文书，或(iv)对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 于所有重大方面其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在任何监管机构规定的时间内及在合理可行范围内，直接或通过本公司、联席保荐人及／或整体协调人间接地向

联交所、证监会、中国证监会及/或任何其他政府、公共、货币或监管部门或机关或证券交易所（合称“**监管机构**”）提供或促成提供并同意披露该等监管机构要求的信息（包括但不限于(i)投资者及投资者股份最终实益所有人及/或最终负责对认购发出指示的人员（如有）的身份信息（包括但不限于姓名、注册成立地点）、(ii)本协议下进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数目、总投资额、本协议下的禁售期限限制）、(iii)交易结构（包括涉及投资者股份的任何换股安排或其他金融或投资产品、直接及间接认购人及其最终实益所有人及该换股安排或其他金融或投资产品的提供者的身份资料）、(iv)投资者或其实益所有人和联系人及与本公司及其任何股东的任何关联关系）（“**投资者相关信息**”）。投资者进一步授权本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、董事、监事（如适用）、高级职员、员工、顾问和代表向该等监管机构披露及按照上市规则或适用法律或有关监管机构的要求在任何公开文件或其他公告或文件中披露任何投资者相关信息，前提是已征得投资者同意；

- (j) 投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；
- (k) 其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何联席保荐人或整体协调人就其项下预期交易的客户；
- (l) 其以自身名义，为其自身投资目的及以自有资金投资为基础认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、监事或高级管理人员；
- (m) 其在美国境外按照证券法 S 规例中定义的“境外交易”实施认购投资者股份且其目前及将来不是美国人士；
- (n) 尽投资者所知，投资者及其实益拥有人及/或联系人：(i)为独立于本公司或其联属人士的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见香港证监会公司收购、合并及股份回购守则）；(iii)具有履行本协议项下所有义务的财务能力；(iv)不由(a)本公司的任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、监事、最高

行政人员、控股股东、主要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v) 除非以书面形式向公司、联席保荐人及整体协调人披露，否则与公司或其任何股东没有关联关系；

- (o) 投资者将以自有资金投资为基础认购投资者股份，投资者未获得且不拟获得贷款或其他形式的融资以履行其在本协议下的付款义务；
- (p) 投资者、其实益拥有人及／或联系人均不是(i)任何联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”，或(ii) 本公司任何现有股东的紧密联系人。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (q) 根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“全权管理投资组合”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (r) 投资者、其实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）、监事或持有本公司 5%或以上股份的现任股东，或任何前述人士的联系人或代名人；
- (s) 除先前已书面通知联席保荐人及整体协调人外，尽投资者所知，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (t) 投资者未与任何“分销商”（定义见证券法 S 规例）就 H 股股份的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；
- (u) 认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）、上市指南第 4.15 章以及证监会颁布的指引（经不时更新或修订），并且其将避免以会导致公司、联席保荐人及/或整体协调人违反该等规定的方式采取行动；
- (v) 投资者、其实益拥有人及／或联系人认购本协议项下的投资者股份未使用本公司任何核心关连人士、联席保荐人、整体协调人或者全球发售的任一包销商的任何（直接或间接）融资；尽投资者所知，投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；

- (w) 尽投资者所知，投资者或其联属人士、联系人、董事、监事（如适用）、高级职员、雇员、代理人或代表与本公司或其控股股东（如招股章程中所界定）、本集团任何成员公司或其各自的联属人士、董事、监事、高级职员、雇员或代理人之间没有订立或将订立任何与全球发售有关的其他协议或安排，包括不符合上市规则（包括上市指南第 4.15 章）的附函；
- (x) 尽投资者所知，除根据本协议及/或符合上市指南第 4.15 章的规定外，投资者或其任何关联方均未通过簿记程序申请或下订单购买全球发售的任何股份；
- (y) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；及
- (z) 尽投资者所知，除先前向公司、联席保荐人及整体协调人书面披露的情况外，投资者、其实益拥有人及/或联系人没有也不会订立任何涉及投资者股份的换股安排或其他金融或投资产品。

6.3 投资者向本公司、联席保荐人及整体协调人陈述并保证，Schedule 2 所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、联席保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息在所有重大方面均属真实、完整、准确且在所有重大方面不具有误导性。在不损害第6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及/或可能由或代表本公司、联席保荐人及/或整体协调人发布的与全球发售有关的其他公告中可提及并加入其名称以及本协议的全部或部分描述（包括Schedule 2 所载的描述）或以其他方式提交予任何相关监管机构，前提是在每种情况下在本公司、联席保荐人及整体协调人自行认为需要的范围内。投资者承诺，在合理可行范围下尽快提供有关其自身、其所有权（包括最终实益所有权）及/或有关本公司、联席保荐人及/或多席整体协调人为确保其遵守适用法律及/或公司或证券登记及/或相关监管机构（包括但不限于联交所、证监会和中国证监会）而合理要求事项的其他信息及/或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有重大方面均属真实、准确、完整且在所有重大方面不具有误导性或欺骗性，并将其将在合理可行范围下尽快书面通知该说明的任何变更，并向公司、联席保荐人及整体协调人提供意见及该等更新信息及/或支持文件。

6.4 投资者了解，第6.1条及第6.2条中的保证、承诺、陈述、协议、确认和承认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、联席保荐人、整体协调人、全球发售的包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖其中所载的投资者保证、承诺、陈述、协议、确认

和承认的真实性、完整性及准确性，并且投资者同意如果其中的任何保证、承诺、陈述、协议、确认或承认的任何方面不再真实、准确和完整或具有误导性或欺骗性，将立即书面通知本公司、联席保荐人及整体协调人。

- 6.5 投资者同意并承诺，对于向本公司、联席保荐人、整体协调人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、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、代理人 and 代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任，前提是该等责任或损失并非由任何受偿方的重大过失、故意违约或欺诈行为直接而唯一地造成，且该认定须经有管辖权的法院或仲裁庭作最终司法裁决。
- 6.6 投资者在第6.1条、第6.2条、第6.3条、第6.4条及第6.5条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期重复作出。
- 6.7 本公司陈述、保证并承诺：
- (a) 其依据中国法律依法成立并有效存续；
 - (b) 其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动；
 - (c) 在已足额付款并且遵守第5.1条规定的禁售期的前提下，除投资者股份不得由中国的法人或自然人认购或在彼等之间买卖（若干中国合格境外机构投资者、沪港通或深港通下的合资格中国投资者及根据相关中国法律法规或经任何主管机关批准有权持有H股股份的其他人士除外）外，投资者股份将并且在根据第4.2条交付给投资者时已缴清股款，可自由转让，且不含所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股股份享有同等地位；
 - (d) 本公司、本公司控股股东（如招股章程中所界定）、本集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、高级管理人员、雇员

或代理人达成任何与上市规则（包括上市指南第 4.15 章）不符的协议或安排，包括任何附函；及

- (e) 除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何附属人士、董事、监事、高级管理人员、雇员或代理人未与任何政府机关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。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载资料及本协议第6条陈述、保证和承诺，且投资者就国际发售通函与购买国际发售 H 股的其他投资者拥有同等权利。

7. 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第3.2条、第4.4条或第4.6条终止；
- (b) 如果在国际发售的交割当日或之前投资者方面严重违反本协议（或根据第5.3条转让投资者股份的投资者全资子公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺协议、承认及确认），则本公司、联席保荐人及整体协调人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或
- (c) 所有各方书面同意后终止本协议。

7.2 在不影响第7.3条规定的前提下，如果根据第7.1条终止本协议，各方无须继续履行其在本协议项下的各自义务（第8.1条项下的保密义务除外），各方在本协议项下的权利和责任（下文第11条项下的权利除外）应终止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

7.3 即使本协议终止，第6.5条及投资者在本协议中作出的弥偿保证在任何情况下应继续有效。

8. 公布和保密

8.1 除非本协议和投资者签订的保密协议（如有）中另有规定，否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、联席保荐人、整体协调人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

- (a) 向联交所、证监会、中国证监会及／或本公司、联席保荐人及／或整体协调人受制的其他监管机构披露，且将由或代表本公司刊发的公开文件、营销和路演材料以及将由或代表本公司、联席保荐人及／或整体协调人刊发的与全球发售有关的其他公告或展示文件中可对投资者的背景以及本公司和投资者之间的关系作出说明；

- (b) 向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人在其需要知晓的范围内披露，但前提是披露方应：(i)促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人知晓并遵守本协议中列明的所有保密义务，及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人违反该等保密义务的行为负责；及
- (c) 任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）或证券交易所规则的要求（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提交给香港公司注册处办理登记并供展示），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。
- 8.2 投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、联席保荐人及整体协调人的意见，并获得彼等的事先书面同意。
- 8.3 本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、联席保荐人及整体协调人合作，以确保此等公开文件中提及的内容在所有重大方面真实、完整、准确且在任何重大方面不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见和证明文件。
- 8.4 投资者立即承诺就编制第8.1条提及的任何需作出的披露在合理可行范围下提供一切合理所需的协助（包括提供有关该方、其背景信息、与本公司的关系、所有权（包括最终实益所有权）、及／或本公司、联席保荐人或整体协调人为了以下目的可能合理要求的事项的进一步信息及／或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、联席保荐人及整体协调人遵守适用的公司或证券登记要求及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

9. 通知

- 9.1 本协议下传达的所有通知应使用英文或中文书写，且应以第9.2条要求的形式发送至以下地址：

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
公司	传真:	中国

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
	不适用 电邮: hefei.wang@mabwell.com 收件人: Ms. Hefei Wang (王鹤飞)	上海市 中国（上海）自由贸易试验区 蔡伦路 230 号 2 幢 105 室
投资人	电邮: kevin_huang@wuxibiologics.com 收件人: 黄可	香港中环 皇后大道 138 号 威亨大厦 18 楼 1819 室
中信证券	传真: +852 2868 0189 电邮: project531@clsa.com 收件人: Project 531	香港 金钟道 88 号 太古广场一期 18 楼
海通资本	电邮: project.531@htisec.com 收件人: Project 531	香港中环 港景街 1 号 国际金融中心一期 3001-3006 室及 3015-3016 室
中信里昂	传真: +852 2868 0189 电邮: project531@clsa.com 收件人: Project 531	香港 金钟道 88 号 太古广场一期 18 楼
海通证券	电邮: project.531@htisec.com 收件人:	香港中环 海景街 1 号

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
	Project 531	国际金融中心一期 28 楼、30 楼 3001- 3010 室及 3015-3016 室
招银国际	传真: +852 3900 0865 电邮: project.531@cmbi.com.hk 收件人: CMBI ECM (Project 531)	香港 中环 花园道三号 冠君大厦 45 楼
兴证国际	传真: +852 3509 5900 电邮: ecm_ib@xyzq.com.hk 收件人: ECM (Project 531)	香港 上环 德辅道中 199 号 无限极广场 32

- 9.2 本协议项下交付的任何通知应以专人交付、传真或邮件发送或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如果通过电子邮件发送，则在发送时间之后立即发送（根据发件人发送电子邮件的设备上的记录，无论该电子邮件是否被确认，除非发件人收到电子邮件未送达的自动信息），及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满 48 小时（或满 6 日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. 一般规定

- 10.1 每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求的同意、批准和授权外，该方在履行其在本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。
- 10.2 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执行其在本协议项下任何或全部权利。

- 10.3 就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定应具有决定性，但有明显错误者除外。
- 10.4 投资者、本公司、联席保荐人及整体协调人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及／或批准相互配合。
- 10.5 对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。
- 10.6 本协议仅以中文签订。
- 10.7 除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方／卖方和相关受让方／买方平均承担。
- 10.8 时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。
- 10.9 本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第4条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。
- 10.10 除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。
- 10.11 除第10.11条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：
- (a) 受偿方可强制执行并依赖第6.5条（但应在如同其为本协议一方的相同范围内）。
- (b) 在未获得第(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。
- 10.12 联席保荐人及整体协调人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等联席保荐人或整体协调人仍应对根据本分条被授予相关权利、职责、权力及／或酌情决定权的任何联属人士的一切作为和不作为负责。

- 10.13 一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。
- 10.14 如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：
- (a) 本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；
或
- (b) 本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。
- 10.15 本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。
- 10.16 如果投资者在上市日期当日或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、联席保荐人及整体协调人有权解除本协议，且各方在本协议下的所有义务应立即中止。
- 10.17 每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

11. 管辖法律及司法权区

- 11.1 本协议及各方之间的关系应受香港法律管辖，并据以解释。
- 11.2 因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下，仲裁庭应有充分的权限授予临时救济

或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

12. 豁免权

- 12.1 如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

13. 副本

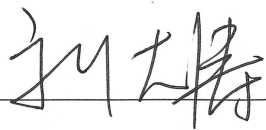
- 13.1 本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成一份完整的协议。以电子邮件附件（PDF 格式）或传真形式交付签字后的本协议签字页副本应视为有效的交付形式。

各方已通过其正式授权签字人于本协议文首所书之日签署了本协议，以资证明。

代表：

迈威（上海）生物科技股份有限公司

签署：



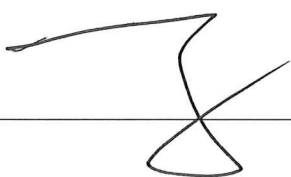
名称：刘大涛

职衔：执行董事

为及代表:

WUXI BIOLOGICS HEALTHCARE VENTURE

签署:



姓名:

陈智胜

职务:

药明生物 CEO

为及代表：

中信證券（香港）有限公司

签署：



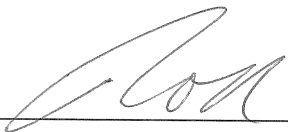
姓名：Gary Wang

职务：联席董事

为及代表：

海通国际资本有限公司

签署：



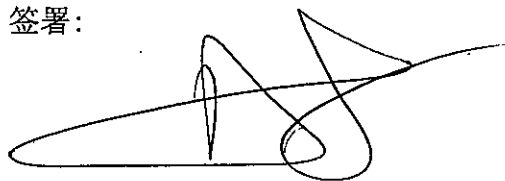
姓名：Ronny Chan

职务：董事总经理

为及代表:

中信里昂證券有限公司

签署:

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

姓名: Heung Li

职务: 董事总经理

为及代表:

中信里昂證券有限公司

签署:



姓名: Gary Wang

职务: 联席董事

为及代表：

海通国际证券有限公司

签署：

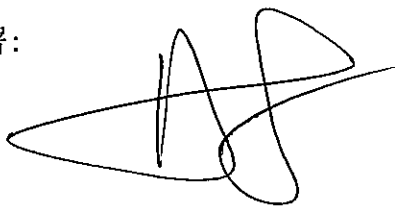
A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署:

A handwritten signature in black ink, consisting of a large, stylized 'H' shape with a vertical line through the center and a horizontal line at the bottom, all enclosed within a large, irregular loop.

姓名: Heung Li

职务: 董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署：



姓名：Gary Wang

职务：联席董事

由以下人士为及代表
海通国际证券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署：

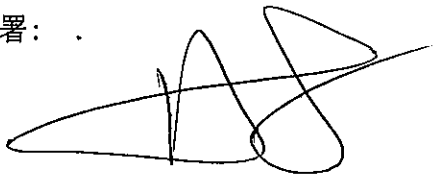
A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署：

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

姓名：Heung Li

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署：



姓名：Gary Wang

职务：联席董事

由以下人士为及代表
海通国际证券有限公司
作为授权委托人为及代表
兴证国际融资有限公司

签署：

A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

SCHEDULE 1

附表一

投资者股份

投资者股份数目

投资者股份数目须等于：(1) 300万美元的等值港元（以招股章程中披露的港元收盘价兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以(2) 发售价，舍入到最接近的一整手200股H股股份。

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的 H 股股份重新分配所影响。倘若香港公开发售的 H 股股份总需求量属于本公司的最终招股章程“全球发售的架构 – 香港公开发售 – 重新分配及回补”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i) 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%）；(ii) 上市规则第 19A.13A 条规定或联交所另行豁免的最低公众持股量规定、上市规则第 19A.13C 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

SCHEDULE 2

附表二

投资者详情

投资者

注册成立所在地：	香港
公司注册证书编号：	LP0000517
商业登记号码：	56265210-000-05-25-3
营业地址及电话及联系人：	Room 1819, 18th V. Heun Building, 138 Queen's Road Central, Central, Hong Kong
主营活动：	Investment holding
最终控股股东：	WuXi Biologics (Cayman) Inc. (HKEX 2269)
最终控股股东的注册成立所在地：	Cayman Islands
最终控股股东的商业登记号码及其法人机构识别编码：	67712389-000-03-2
最终控股股东的主营活动：	生物制剂合同研究、开发与生产
股东及所持股权：	100%
投资者说明（待载入招股章程）：	WuXi Biologics HealthCare Venture (“WuXi Biologics Venture”) is a limited liability partnership established in Hong Kong, focusing on investments in companies in the biopharmaceutical, biotechnology and healthcare sectors. WuXi Biologics Venture is a wholly-owned subsidiary of WuXi Biologics (Cayman) Inc. (HKEX: 2269), a leading CRDMO company listed on the Hong Kong Stock Exchange. WuXi Biologics HealthCare Venture（「WuXi Biologics Venture」）為一家在香港設立的有限責任合夥，其專注於投資生物製藥、生物技術及醫療健康領域的公司。WuXi Biologics Venture為港股上市的領先CRDMO

公司 WuXi Biologics (Cayman) Inc. (藥明生物技術有限公司) (港交所: 2269) 全資控股的子公司。

相关投资者类别 (联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别) : 基石投资者

基石投资协议

2026 年 4 月 16 日

迈威（上海）生物科技股份有限公司

与

锦绣中和（天津）投资管理有限公司

及

中信證券（香港）有限公司

及

海通国际资本有限公司

及

中信里昂證券有限公司

及

海通国际证券有限公司

及

招银国际融资有限公司

及

兴证国际融资有限公司

本协议（本“协议”）于2026年4月16日订立

订约方为：

- (1) 迈威（上海）生物科技股份有限公司，一家于2017年5月12日根据中国法律成立的有限公司，其于2020年6月30日改制为在中国成立的股份有限公司，其注册地址位于中国上海市中国（上海）自由贸易试验区蔡伦路230号2幢105室（“本公司”）；
- (2) 锦绣中和（天津）投资管理有限公司，一家于中国注册成立的公司，其注册办事处地址位于中国天津生态城动漫中路126号动漫大厦C区一层C3区（TG第155号）（“投资者”）；
- (3) 中信證券（香港）有限公司，位于香港金钟道88号太古广场一期18楼（“中信证券”）；
- (4) 海通国际资本有限公司，位于香港中环港景街1号国际金融中心一期3001-3006室及3015-3016室（“海通资本”，与中信证券统称及各自称为“联席保荐人”）；
- (5) 中信里昂證券有限公司，位于香港金钟道88号太古广场一期18楼（“中信里昂”）；
- (6) 海通国际证券有限公司，位于香港中环海景街1号国际金融中心一期28楼、30楼3001-3010室及3015-3016室（“海通证券”，与中信里昂统称及各自称为“保荐人兼整体协调人”）；
- (7) 招银国际融资有限公司，位于香港中环花园道三号冠君大厦45楼（“招银国际”）；及
- (8) 兴证国际融资有限公司，位于香港上环德辅道中199号无限极广场32楼（“兴证国际”，与中信里昂、海通证券和招银国际统称及各自称为“整体协调人”）。

鉴于：

- (A) 本公司已申请通过全球发售（“全球发售”）使其H股股份（定义见下文）在联交所（定义见下文）上市，全球发售包括：
 - (i) 本公司通过首次公开发售以供香港公众认购于招股章程（定义见下文）中所述数量的H股股份（可予调整）（“香港公开发售”）；及
 - (ii) 根据证券法（定义见下文）S规例和在美国境外向投资者（包括向香港的专业及机构投资者进行配售）首次有条件配售本公司发售的于招股章程中所述数量的H股股份（可予调整）（“国际发售”）。

- (B) 中信证券和海通资本担任全球发售的联席保荐人，由中信里昂和海通证券担任全球发售的保荐人兼整体协调人，并由中信里昂、海通证券、招银国际和兴证国际担任全球发售的整体协调人。
- (C) 投资者希望受限于及根据本协议列明的条款及条件认购作为国际发售一部分的投资者股份（定义见下文）。

特此约定如下：

1. 定义和解释

- 1.1 本协议（包括其附表及背景陈述）中，下列各词语及表达除文义另有规定外，须具有以下涵义：

“**联属人士**”就特定个人或实体而言，除文义另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受上述特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，“控制”（包括“控制”、“受控制”及“共同受控制”）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

“**会财局**”指香港会计及财务汇报局；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第6.2(g)条赋予该词的涵义；

“**A 股**”指本公司发行的每股面值人民币 1.00 元的普通股，于上海证券交易所科创板上市，并以人民币买卖；

“**联系人／紧密联系人**”须具有上市规则赋予该词的涵义，“**多位联系人／多位紧密联系人**”亦须据此解释；

“**经纪佣金**”指依照上市规则费用规则第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所在这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）；

“**中央结算系统**”指由香港中央结算有限公司设立及运作的香港中央结算及交收系统；

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

“**公司条例**”指不时经修订、补充或以其他方式修改的《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改的《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**”须具有上市规则赋予该词的涵义，除非上下文另有解释，“**多位关连人士／多位核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

“**控股股东**”除文义另有规定外，须具有上市规则赋予该词的涵义，“**多位控股股东**”亦须据此解释；

“**中国证监会**”指中国证券监督管理委员会，其为负责监督和管理中国证券市场的监督管理机构；

“**中国证监会备案规定**”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引，包括其不时进行的修改、补充或其他修改。

“**处置**”指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售或者设立任何产权负担或同意设立任何产权负担），或者（无论直接或间接地并且无论有条件或无条件地）就可转换为、可行使以获得或可兑换为该等相关股份或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或
- (ii) 订立任何换股或其他安排，以将该等相关股份或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或
- (iii) 订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何其他交易；或

(iv) 同意或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

“**FINI**”具有上市规则项下赋予该词的涵义；

“**全球发售**”具有背景陈述(A)赋予该词的涵义；

“**政府机关**”指任何政府、政府间、监管或行政委员会、理事会、团体、部门、机关或机构或任何证券交易所(包括但不限于联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关，不论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关；

“**本集团**”指本公司和其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

“**H 股**”是指公司股本中每股面值人民币 1.00 元的普通股，将以港元认购及买卖，并将于联交所上市；

“**受偿方**”具有第6.5 条赋予该词的涵义；并且“**受偿方**”应视文意而定，指其中任何一方；

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

“**国际发售通函**”指本公司拟就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条赋予该词的涵义；

“**投资者股份**”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的 H 股股份数目（如Schedule 1 所计算）；

“**联席保荐人**”具有背景陈述(B)赋予该词的涵义，也指其中任何一方（视文义而定）；

“**法律**”指所有相关司法管辖区的任何政府机关（包括但不限于联交所、证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”指占总投资额的0.0027%的证监会交易征费（或者于上市日期适用的交易征费）、占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）以及占总投资额的 0.00015%的会财局交易征费（或者于上市日期适用的交易征费）；

“**上市日期**”指 H 股股份首次于联交所主板上市的日期；

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

“**上市规则**”指香港联合交易所有限公司证券上市规则及联交所不时修订、补充或以其他方式修改的上市决策、指引和其他上市要求；

“**禁售期**”具有第5.1 条赋予该词的涵义；

“**发售价**”指根据全球发售发行或出售 H 股股份的每股股份最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”指名列招股章程“董事、监事及参与全球发售的各方”一节的整体协调人，也指其中任何一方（视文义而定）；

“**各方**”指本协议中具名的各方，“**一方**”指其中任何一方（视文义而定）；

“**中国**”指中华人民共和国，就本协议而言，不包括中国香港、澳门及台湾地区；

“**初步发售通函**”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发的初步发售通函及不时对其进行的修订、补充或其他修改；

“**专业投资者**”指具有证券及期货条例附表一第一部赋予该词的涵义；

“**以自有资金投资为基础**”指投资人并非作为任何第三方的代理人，而是为其自身利益及投资目的所进行的投资，无论该等投资是否为该投资人的任何股东或基金投资人之利益而进行；

“**招股章程**”指本公司将就香港公开发售于香港发行的最终招股章程；

“**公开文件**”指经不时修订或补充的，国际发售的初步发售通函及国际发售通函、及本公司将就香港公开发售在香港刊发的招股章程以及本公司可能就全球发售可能刊发的此类其他文件和公告；

“**监管机构**”具有第6.2(i)条赋予该词的涵义；

“**相关股份**”指投资者或在本协议第2.2 条下投资者全资附属公司（如有）依据本协议认购的投资者股份，以及依据任何供股、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）；

“**人民币**”指人民币，中国法定货币；

“**证券法**”指美国 1933 年证券法（经不时修订、补充或以其他方式修改）及据此颁布的规则及规例；

“**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、补充或以其他方式修改的《证券及期货条例》（香港法例第 571 章）；

“**股份**”指本公司股本中每股面值人民币 1.00 元的普通股，包括 A 股及 H 股；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例所载的涵义；

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法项下的 S 规例赋予该词的涵义。

1.2 本协议中除文义另有要求外：

- (a) 对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 背景陈述和附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述和附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；

- (f) 对法规、法律条文、规定或规则的提述包括对以下内容的提述：
 - (i) 不时合并、修订、补充、修改、重新制定的该法规、条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
 - (ii) 就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
 - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对“**规章**”的提述包括任何政府、政府间或超国家团体、机构、部门或任何监管机构、自律监管机构或其他机关或组织作出的（无论是否具有法律效力的）任何规章、规则、官方指令、意见、通知、通函、命令、要求或指引；
- (h) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (i) 对“**人士**”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；
- (j) 对“**包括**”的提述应被解释为包括但不限于；及
- (k) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

2. 投资

2.1 在下文第3条所指的条件得到落实（或各方共同豁免，但第3.1(a), 3.1(b), 3.1(c), 3.1(d)和3.1(e)条所列条件不得豁免并且第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免）的情况下，及依据本协议载明的其他条款及条件：

- (a) 投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及／或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配发和配售并且整体协调人将向投资者分配及／或交付（视情况而定）或者促使分配及／或交付（视情况而定）投资者股份；及
- (b) 投资者将按照第4.2条支付投资者股份的总投资额、经纪佣金及征费。

2.2 投资者可通过向本公司、联席保荐人及整体协调人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的投资者全资附属公司认购投资者股份，且该全资附属公司 (i) 目前及将来不是美国人士；(ii) 位于美国境外且 (iii)按照证券法 S 规例在境外交易中购买投资者股份，前提是：

- (a) 投资者须促使该全资附属公司在该日向本公司、联席保荐人及整体协调人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认的约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、联席保荐人及整体协调人保证该全资附属公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)承诺按照第6.5条一经要求即向各受偿方作出完全及有效的弥偿，并按要求始终使其得到弥偿。

投资者在第2.2条下的责任构成直接、主要及无条件的责任，以按要求向本公司、联席保荐人及整体协调人支付该全资附属公司有责任根据本协议支付的款项，并按要求立即履行该全资附属公司在本协议下的任何责任，而无需本公司、联席保荐人及整体协调人首先对该全资附属公司或任何其他人士采取措施。除文义另有规定者外，投资者一词须根据本协议诠释以涵盖该全资附属公司。

- 2.3 本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据Schedule 1决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

3. 交割条件

- 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，以及本公司及整体协调人根据第2.1条发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第3.1(a), 3.1(b), 3.1(c), 3.1(d)和3.1(e)条所列条件不得豁免并且第3.1(f)条所列条件只能由本公司、联席保荐人及整体协调人共同豁免）：

- (a) 香港公开发售的包销协议及国际发售的包销协议已经订立且在不晚于此等包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；
- (b) 本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价，并且与全球发售相关的定价协议的各方已签署该定价协议；
- (c) 联交所上市委员会已批准H股的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；

- (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，且该等受理通知书及／或经公布的备案结果于联交所开始买卖 H 股之前并未被拒绝、撤回、撤销或使其无效；
- (e) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；及
- (f) 投资者在本协议项下的各项陈述、保证、承认、承诺和确认在所有方面现时（截至本协议之日）及将来（截至上市日期）均属准确、真实及完整，且不具有误导性或欺骗性，且投资者概无严重违反本协议。

3.2 如果第3.1 条所载的任何条件于本协议生效之日后满一百八十（180）天（或本公司、投资者、联席保荐人及整体协调人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第 3.1(a), 3.1(b), 3.1(c), 3.1(d) 和 3.1(e) 条所列条件不得豁免并且第 3.1(f) 条所列条件只能由本公司、联席保荐人及整体协调人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、联席保荐人及／或整体协调人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本条文的任何内容不得被解释为使投资者有权在本条文项下前述日期之前的期间内对投资者在本协议项下的各项陈述、保证、承诺、承认及确认的任何违反进行补救。

3.3 投资者承认无法保证全球发售将完成、不被延迟或终止、或发售价将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延迟或终止、未在拟定日期和时间之前进行、完成或根本未予完成、或发售价未处于公开文件所载列的示意性区间内，本公司、联席保荐人或整体协调人不向投资者承担任何责任。投资者特此放弃基于全球发售延迟或出于任何原因被延迟或终止、未在拟议日期和时间之前进行、完成或根本未予完成、或发售价未处于公开文件所载列的示意性区间内而向本公司、联席保荐人及／或整体协调人或其各自的联属人士、附属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理人、顾问和代表提起任何申索或诉讼的权利（如有）。

4. 交割

4.1 根据第3 条和本第4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的国际代表身份的整体协调人（及／或其联属人士），按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时被认购，时间及方式须由本公司和整体协调人确定。

- 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香港时间上午八点或之前通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少两(2)个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 在依据第4.2条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两（2）个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.4 投资者股份的交付及付款亦可以本公司、联席保荐人、整体协调人及投资者书面协议的任何其他方式进行，以及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香港时间上午八点前付款。
- 4.5 如果总投资额和相关经纪佣金及征费的付款（无论全部或部分）并未于本协议规定的时间及方式收取或结清，则本公司、联席保荐人及整体协调人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任须停止及终止（但不得损害本公司、联席保荐人及整体协调人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第6.5条在税后基础上完全负责承担并向各受偿方作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。
- 4.6 如果不能满足(a)上市规则第 8.08(3)条的规定，即在上市日前三大公众股东实益拥有的 H 股股份不得超过公众持股量的 50%；(b)上市规则第 19A.13A 条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 19A.13C 条规定的最低自由流通量规定；(d)上市规则第 18 项应用指引第 3.2 段；或(e)上市规则有关 H 股公众持股量的任何其他规定，则整体协调人和本公司有权自行决定调整分配投资者认购的投资者股份数量，以满足上市规则第 8.08(3)条的规定或上市规则有关 H 股公众持股量的相关规定。
- 4.7 如本公司、联席保荐人，整体协调人及其各自的联属人士各自因其控制以外（视乎情况而定）的状况，包括但不限于天灾、洪水、已宣布或未宣布的战争、恐怖主义活动、国家、国际或地区紧急状态、灾害、灾难、经济制裁、爆炸、海啸、地震、火山爆发、严重交通中断、政府运作失能、公众骚乱、政治动荡、敌对行动的爆发或升级、疾病或大流行病的爆发或升级（包括但不限于 SARS、猪或禽流感、H5N1、H1N1、H1N7、H7N9、MERS、新冠肺炎以及此类相关/突变形式）、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、技术故障、意外或机械或电气故障、计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的

任何现有或未来行动或其他类似情况，而被阻止或延迟履行其在本协议下的义务，本公司、联席保荐人，整体协调人或其各自的联属人士、附属公司、高级管理人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理人、顾问和代表各自无需（无论是否共同或单独）就任何延迟或未能执行其在本协议下规定的义务承担任何责任，且本公司、联席保荐人及整体协调人各自有权终止本协议。

5. 对投资者的限制

- 5.1 按照第5.3条，投资者代表自身以及其全资附属公司（当投资者股份将由该全资附属公司持有，如有）与本公司、联席保荐人及整体协调人达成一致、订立契约并承诺，未经本公司、联席保荐人及整体协调人各自的事先书面同意，投资者自上市日期（包括该日期）起至上市日期后六（6）个月之日（包括该日期）止（“**禁售期**”）内的任何时间，投资者不会并促使其联属人士不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使的证券或代表可收取上述证券的权利；(ii)允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或订立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，以现金或其它方式结算。
- 5.2 本公司、联席保荐人及整体协调人承认，在第5.1条规定的禁售期届满后，投资者或全资附属公司，可在符合适用法律规定的情况下自由处置任何有关股份，但投资者须在处置前书面通知本公司、联席保荐人及整体协调人，应尽一切合理努力确保该等处置不会造成H股股份市场混乱或虚假，并在其他方面遵守所有适用法律。
- 5.3 第5.1条的任何规定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，前提是，在所有情况下：
- (a) 在此类转让之前，该全资附属公司须发出按本公司、联席保荐人及整体协调人信纳的条款及形式作出及致彼等并以彼等为受益人的书面承诺，表示同意受让且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，包括但不限于本第5条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；
 - (b) 该全资附属公司应被视为已作出第6条规定的相同承认、确认、承诺、陈述及保证；
 - (c) 投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；

- (d) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且任何情况下于不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要按本公司、联席保荐人及整体协调人信纳的条款及形式作出或投资者促致其作出及致彼等的书面承诺，表示同意，且投资者须促致该全资附属公司将，受本协议下投资者义务的约束，包括但不限于本协议第5条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及
- (e) 该全资附属公司(i) 目前不是也将不会成为美国人士，也不是为了美国人士的原因或利益购买相关股份；(ii) 目前及将会位于美国境外且(iii)将会按照证券法 S 规例在境外交易中购买相关股份。
- 5.4 投资者同意并承诺，除了获得本公司、联席保荐人及整体协调人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“主要股东”而不时规定的其他百分比）且投资者于上市日期后 12 个月内不会成为公司所指的核心关连人士（定义见上市规则）。此外，投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的持股总额（直接和间接）不应导致公众人士持有的本公司证券总额（根据上市规则的规定及由联交所解释，包括但不限于上市规则第 8.08 条及第 19A.13A 条）低于上市规则第 8.08 条所规定的百分比或联交所不时可能批准并适用于本公司的其他百分比。投资者同意，如果投资者注意到上述任何情况，将书面通知本公司、联席保荐人及整体协调人。
- 5.5 投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、联席保荐人及／或整体协调人合理要求后，向本公司、联席保荐人及整体协调人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得且须促致其控股股东、联系人及其各自的实益所有人均不得在簿记建档过程中申请或下单购买全球发售下的 H 股股份（投资者股份除外）或申请认购香港公开发售下的 H 股股份。
- 5.6 投资者及其联属人士、联系人、董事、监事（如适用）、高级管理人员、雇员、代理人或代表不得直接或间接与本公司、本公司控股股东（如招股章程中所界定）、本集团任何成员公司或其各自联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员或代理人签订违背或违反上市规则（包括上市指南第 4.15 章或香港监管机构发布的其他书面指引）的任何安排或协议（包括任何附函）。
- 5.7 投资者将在未获得外部融资的情况下利用内部资源为其认购投资者股份提供资金。

6. 承认、陈述、保证及承诺等

6.1 投资者向本公司、联席保荐人和整体协调人中的每一方陈述、承诺、保证、承认、同意及确认：

- (a) 本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的示意性区间，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎公开文件所载的示意性区间，本公司、联席保荐人、整体协调人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何责任；
- (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及作为展示文件的重大合同；
- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人（定义见上市规则）披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；
- (d) 投资者确认及同意本公司、联席保荐人及整体协调人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交其根据本协议购买 H 股股份或以其他方式参与配售的信息；投资者确认并承诺披露和提供有关其他直接或间接投资者透过换股安排或其提供或管理的其他金融或投资产品投资于 H 股股份的所有必要资料（包括但不限于身份和认购金额）；
- (e) 发售价完全且排他性地按照全球发售的条款和条件由本公司及整体协调人（代表自身及全球发售包销商）厘定，并且投资者概无任何权利就此提出任何异议；
- (f) 投资者将由投资者通过整体协调人及／或其作为国际发售中国际包销商的国际代表身份的联属人士认购；
- (g) 投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；

- (h) 投资者股份数目可受根据上市规则第 18 项应用指引或上市指南第 4.14 章或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的 H 股股份重新分配所影响；
- (i) 在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、联席保荐人及／或整体协调人已经、或可能及／或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (j) 本公司、联席保荐人及整体协调人，或其各自的任何联属人士、联系人、附属公司、代理人、董事、监事、高级管理人员、雇员、合伙人、顾问或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、融资、货币或经济等后果承担任何责任；
- (k) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何人士的原因或利益，除非该司法管辖区适用法律允许；
- (l) 其理解并同意投资者股份的转让仅可(A)根据证券法第 144A 条或证券法项下的其他可享有的豁免在美国境内进行；或(B)根据证券法 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且在每种情况下均应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (m) 其理解，本公司、联席保荐人、整体协调人或国际发售的任何国际包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、联系人、合伙人和代表均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有证券法第 144 条或证券法项下任何其他可享有的豁免的任何陈述；
- (n) 除第 5.3 条项下规定外，若一家附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；
- (o) 在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何联席保荐人、整体协调人、其他包销商以及本公司、其各自的联属人士、联系人、附属公司、代理人、董事、监事（如适用）、高级管理人员、员工、合伙人、顾问和代表因本协议和全球发售而产生或与之相关的任何索赔；

- (p) 其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及／或内幕信息（定义见证券及期货条例）的信息，且在不影响其已签订的任何保密协议的前提下，其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问、及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者、或其授权接收人方面的过错而成为公开信息；(ii)尽其全力确保其授权接收人（按照本第(p)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第(p)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (q) 本协议、在保密基础上提供给投资者及／或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及／或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
- (i) 可能已经提供给投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
 - (ii) 可能已经提供给（无论书面或口头地）投资者及／或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股股份或其他证券的要约或邀请的依据；及
 - (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；
- (r) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

- (s) 其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、联席保荐人或整体协调人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；
- (t) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、联席保荐人及／或整体协调人（包括其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由公司、联席保荐人、整体协调人或各自的董事、监事（如适用）、高级职员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、联席保荐人、整体协调人及其各自的董事、监事（附属公司、适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、联席保荐人、整体协调人及其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其董事、监事（如适用）、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何责任；
- (u) 联席保荐人、整体协调人、其他全球发售的包销商及其各自的董事、监事（如适用）、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、监事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本集团成员公司的业务、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；
- (v) 投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；
- (w) 其已就本公司、本集团、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，

或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何联席保荐人、整体协调人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、联席保荐人、整体协调人或其各自的联系人、联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员、合伙人、顾问、代理或代表，以及参与全球发售的任何其他方均不对投资者股份的收购或任何交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (x) 投资者了解投资者股份目前不存在公开市场，且本公司、联席保荐人、整体协调人、全球发售包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、代表、联系人及合伙人，以及参与全球发售的任何各方均未就投资者股份将永远存在公开或活跃市场作出任何保证；
- (y) 如果出于任何原因，全球发售被延迟或终止或无法完成，本公司、联席保荐人、整体协调人或其各自的任何联系人、联属人士、董事、监事（如适用）、高级管理人员、雇员、合作伙伴、顾问、代理人或代表均不对投资者或其附属公司负有任何责任；
- (z) 本公司及整体协调人将拥有全权绝对酌情决定权改变或调整(i)全球发售项下将予发行的H股股份数目；(ii)全球发售项下香港公开发售及国际发售的H股股份数量；及(iii)其他调整或重新分配发售的H股股份、发售价区间及最终发售价，但须经联交所批准并符合适用法律；
- (aa) 投资者与本公司、本公司任何股东、联席保荐人及／或整体协调人之间不存在与全球发售相关的其他协议，除本协议以及投资者、本公司、联席保荐人及整体协调人签订的保密协议（如有）之外；
- (bb) 投资者并未因任何直接出售（按照证券法S规例中定义）而购买投资者股份，且投资者、其任何联属人士及代表投资者或其任何联属人士的任何人士均未参与及将不会参与有关投资者股份的任何直接出售（按照证券法S规例中定义）；
- (cc) H股的任何交易须遵守适用法律及法规，包括根据证券及期货条例、上市规则、证券法及任何主要证券交易所的任何其他适用法律、法规及相关规则买卖股份的限制；
- (dd) 除非遵守本协议中的限制规定，否则任何针对相关股份的要约、出售、质押或其他转让均不被本公司承认；

- (ee) 投资者同意应在上市日期的香港时间上午八时前或根据第4.4条约定的有关其他日期前支付总投资额及相关经纪佣金和征费；及
- (ff) 如投资者通过合格境内机构投资者（“合格境内机构投资者”）作出投资，投资者无条件及不可撤销地向本公司、联席保荐人及整体协调人承诺及保证：
 - (i) 其将促使合格境内机构投资者受约束于、给予、作出及履行因本协议而产生、根据本协议或与本协议有关的所有投资者义务、承诺、声明、保证、弥偿及责任（包括声明及保证合格境内机构投资者(a)目前及将来不是美国人士；及(b)位于美国境外且(c)按照S规例在境外交易中购买相关股份（“投资者义务”）；及
 - (ii) 其将促使并无条件地及不可撤销地向本公司、联席保荐人及整体协调人保证合格境内机构投资者适当、准时履行及遵守所有投资者义务。

6.2 投资者向本公司、联席保荐人及整体协调人进一步承认、陈述、保证及承诺：

- (a) 其根据其成立地的法律正式成立、有效存续，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (c) 其具有合法权利和权限拥有、使用、租赁和经营其资产，并以目前的方式开展其业务；
- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；
- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；
- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“批准”），而该等批准保持全面有效及并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议日期，所有批准均未被撤回，投资者亦不知悉任何可能导致批准失

效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果任何批准不再具有充分效力或因任何原因失效、被撤销、撤回或搁置，将立即书面通知本公司、联席保荐人及整体协调人；

- (h) 投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组建或组织章程文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用的任何司法管辖区的法律，或(iii)对投资者具有约束力的任何协议或其他文书，或(iv)对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在任何监管机构规定的时间内，直接或通过本公司、联席保荐人及／或整体协调人间接地向联交所、证监会、中国证监会及／或任何其他政府、公共、货币或监管部门或机关或证券交易所（合称“**监管机构**”）提供或促成提供并同意披露该等监管机构要求的信息（包括但不限于(i)投资者及投资者股份最终实益所有人及／或最终负责对认购发出指示的人员（如有）的身份信息（包括但不限于姓名、注册成立地点）、(ii)本协议下进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数目、总投资额、本协议下的禁售期限限制）、(iii)交易结构（包括涉及投资者股份的任何换股安排或其他金融或投资产品、直接及间接认购人及其最终实益所有人及该换股安排或其他金融或投资产品的提供者的身份资料）、(iv)投资者或其实益所有人和联系人与本公司及其任何股东的任何关联关系）（“**投资者相关信息**”）。投资者进一步授权本公司、联席保荐人、整体协调人及其各自的联属人士、附属公司、董事、监事（如适用）、高级职员、员工、顾问和代表向该等监管机构披露及按照上市规则或适用法律或有关监管机构的要求在任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (j) 投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；
- (k) 其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何联席保荐人或整体协调人就其项下预期交易的客户；
- (l) 其以自身名义，为其自身投资目的及以自有资金投资为基础认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、监事或高级管理人员；

- (m) 其在美国境外按照证券法 S 规例中定义的“境外交易”实施认购投资者股份且其目前及将来不是美国人士；
- (n) 投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；
- (o) 投资者及其实益拥有人及／或联系人：(i)为独立于本公司或其联属人士的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见香港证监会公司收购、合并及股份回购守则）；(iii)具有履行本协议项下所有义务的财务能力；(iv)不由(a)本公司的任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、监事、最高行政人员、控股股东、主要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v)除非以书面形式向公司、联席保荐人及整体协调人披露，否则与公司或其任何股东没有关联关系；
- (p) 投资者将以自有资金投资为基础认购投资者股份，投资者未获得且不拟获得贷款或其他形式的融资以履行其在本协议下的付款义务；
- (q) 投资者、其实益拥有人及／或联系人均不是(i)任何联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”，或(ii)本公司任何现有股东的紧密联系人。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (r) 根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“全权管理投资组合”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (s) 投资者、其实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）、监事或持有本公司 5%或以上股份的现任股东，或任何前述人士的联系人或代名人；
- (t) 除先前已书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；

- (u) 投资者未与任何“分销商”（定义见证券法 S 规例）就 H 股股份的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；
- (v) 认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）、上市指南第 4.15 章以及证监会颁布的指引（经不时更新或修订），并且其将避免以会导致公司、联席保荐人及/或整体协调人违反该等规定的方式采取行动；
- (w) 投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (x) 投资者、其实益拥有人及/或联系人认购本协议项下的投资者股份未使用本公司任何关连人士、联席保荐人、整体协调人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；
- (y) 投资者或其联属人士、联系人、董事、监事（如适用）、高级职员、雇员、代理人或代表与本公司或其控股股东（如招股章程中所界定）、本集团任何成员公司或其各自的联属人士、董事、监事、高级职员、雇员或代理人之间没有订立或将订立任何协议或安排，包括不符合上市规则（包括上市指南第 4.15 章）的附函；
- (z) 除根据本协议及/或符合上市指南第 4.15 章的规定外，投资者或其任何关联方均未通过簿记程序申请或下订单购买全球发售的任何股份；
- (aa) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；及
- (bb) 除先前向公司、联席保荐人及整体协调人书面披露的情况外，投资者、其实益拥有人及/或联系人没有也不会订立任何涉及投资者股份的换股安排或其他金融或投资产品。

6.3 投资者向本公司、联席保荐人及整体协调人陈述并保证，Schedule 2 所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、联席保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及/或可能由或代表本公司、联席保荐人及/或整体协调人发布的与全球发售有关的其他公告中可提及并加入其名称以及本协议的全部或部分描述（包括Schedule 2 所载的描述）或以其他方式提交予任何相关监管机构，前提是在每种情况下在本公司、联席保荐人及

整体协调人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及／或有关本公司、联席保荐人及／或多席整体协调人为确保其遵守适用法律及／或公司或证券登记及／或相关监管机构（包括但不限于联交所、证监会和中国证监会）而合理要求事项的其他信息及／或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性，并将其立即书面通知该说明的任何变更，并向公司、联席保荐人及整体协调人提供意见及该等更新信息及／或支持文件。

- 6.4 投资者了解，第6.1条及第6.2条中的保证、承诺、陈述、协议、确认和承认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、联席保荐人、整体协调人、全球发售的包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖其中所载的投资者保证、承诺、陈述、协议、确认和承认的真实性、完整性及准确性，并且投资者同意如果其中的任何保证、承诺、陈述、协议、确认或承认的任何方面不再真实、准确和完整或具有误导性或欺骗性，将立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 投资者同意并承诺，对于向本公司、联席保荐人、整体协调人及全球发售的包销商（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、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、代理人和代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任。
- 6.6 投资者在第6.1条、第6.2条、第6.3条、第6.4条及第6.5条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期重复作出。
- 6.7 本公司陈述、保证并承诺：
- (a) 其依据中国法律依法成立并有效存续；
 - (b) 其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动；

- (c) 在已足额付款并且遵守第5.1条规定的禁售期的前提下，除投资者股份不得由中国的法人或自然人认购或在彼等之间买卖（若干中国合格境外机构投资者、沪港通或深港通下的合格中国投资者及根据相关中国法律法规或经任何主管机关批准有权持有H股股份的其他人士除外）外，投资者股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让，且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股股份享有同等地位；
- (d) 本公司、本公司控股股东（如招股章程中所界定）、本集团任何成员公司及其各自的联属人士、董事、监事（如适用）、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、高级管理人员、雇员或代理人达成任何与上市规则（包括上市指南第4.15章）不符的协议或安排，包括任何附函；及
- (e) 除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、监事、高级管理人员、雇员或代理人未与任何政府机关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。
- 6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载资料，且投资者就国际发售通函与购买国际发售H股的其他投资者拥有同等权利。
- 7. 终止**
- 7.1 本协议可在以下情况下终止：
- (a) 根据第3.2条、第4.5条或第4.7条终止；
- (b) 如果在国际发售的交割当日或之前投资者方面严重违反本协议（或根据第5.3条转让投资者股份的投资者全资子公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺协议、承认及确认），则本公司、联席保荐人及整体协调人的每一方可自行终止本协议（即便有任何与本协议相反的规定）；或
- (c) 所有各方书面同意后终止本协议。
- 7.2 在不影响第7.3条规定的前提下，如果根据第7.1条终止本协议，各方无须继续履行其在本协议项下的各自义务（第8.1条项下的保密义务除外），各方在本协议项下的权利和责任（下文第11条项下的权利除外）应终止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。
- 7.3 即使本协议终止，第6.5条及投资者在本协议中作出的弥偿保证在任何情况下应继续有效。

8. 公布和保密

- 8.1 除非本协议和投资者签订的保密协议（如有）中另有规定，否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、联席保荐人、整体协调人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：
- (a) 向联交所、证监会、中国证监会及／或本公司、联席保荐人及／或整体协调人受制的其他监管机构披露，且将由或代表本公司刊发的公开文件、营销和路演材料以及将由或代表本公司、联席保荐人及／或整体协调人刊发的与全球发售有关的其他公告或展示文件中可对投资者的背景以及本公司和投资者之间的关系作出说明；
 - (b) 向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人在其需要知晓的范围内披露，但前提是披露方应：(i)促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人知晓并遵守本协议中列明的所有保密义务，及(ii)仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人违反该等保密义务的行为负责；及
 - (c) 任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）或证券交易所规则的要求（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提交给香港公司注册处办理登记并供展示），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。
- 8.2 投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、联席保荐人及整体协调人的意见，并获得彼等的事先书面同意。
- 8.3 本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、联席保荐人及整体协调人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见和证明文件。
- 8.4 投资者立即承诺就编制第8.1条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景信息、与本公司的关系、所有权（包括最终实益所有权）、及／或本公司、联席保荐人或整体协调人为了以下目的可能合理要求的事项的进一步信息及／或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、联席保荐人及整体协调人

遵守适用的公司或证券登记要求及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

9. 通知

9.1 本协议下传达的所有通知应使用英文或中文书写，且应以第9.2 条要求的形式发送至以下地址：

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
公司	传真： 不适用 电邮： hefei.wang@mabwell.com 收件人： Ms. Hefei Wang (王鹤飞)	中国 上海市 中国（上海）自由贸易试验区 蔡伦路 230 号 2 幢 105 室
投资人	传真： 不适用 电邮： fengyj@zhonghecapital.com 收件人： Mr. Ethan Feng (冯奕健)	中国北京市朝阳区 建国门外大街 1 号 国贸写字楼 1 座 10 层中和资本
中信证券	传真： +852 2868 0189 电邮： project531@clsa.com 收件人： Project 531	香港 金钟道 88 号 太古广场一期 18 楼
海通资本	电邮： project.531@htisec.com 收件人： Project 531	香港中环 港景街 1 号 国际金融中心一期 3001-3006 室及 3015-3016 室
中信里昂	传真：	香港

<u>收件方</u>	<u>联系人及联系方式</u>	<u>地址</u>
	+852 2868 0189 电邮: project531@clsa.com 收件人: Project 531	金钟道 88 号 太古广场一期 18 楼
海通证券	电邮: project.531@htisec.com 收件人: Project 531	香港中环 海景街 1 号 国际金融中心一期 28 楼、30 楼 3001- 3010 室及 3015-3016 室
招银国际	传真: +852 3900 0865 电邮: project.531@cmbi.com.hk 收件人: CMBI ECM (Project 531)	香港 中环 花园道三号 冠君大厦 45 楼
兴证国际	传真: +852 3509 5900 电邮: ecm_ib@xyzq.com.hk 收件人: ECM (Project 531)	香港 上环 德辅道中 199 号 无限极广场 32

- 9.2 本协议项下交付的任何通知应以专人交付、传真或邮件发送或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如由传真发送，则在收到传送确认后视作收妥；如果通过电子邮件发送，则在发送时间之后立即发送（根据发件人发送电子邮件的设备上的记录，无论该电子邮件是否被确认，除非发件人收到电子邮件未送达的自动信息），及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满 48 小时（或满 6 日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

10. 一般规定

- 10.1 每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求的同意、批准和授权外，该方在履行其在本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。
- 10.2 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执行其在本协议项下任何或全部权利。
- 10.3 就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定应具有决定性，但有明显错误者除外。
- 10.4 投资者、本公司、联席保荐人及整体协调人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及／或批准相互配合。
- 10.5 对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。
- 10.6 本协议仅以中文签订。
- 10.7 除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方／卖方和相关受让方／买方平均承担。
- 10.8 时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。
- 10.9 本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第4条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。
- 10.10 除投资者签订的保密协议以外（如有），本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。
- 10.11 除第10.11条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：
- (a) 受偿方可强制执行并依赖第6.5条（但应在如同其为本协议一方的相同范围内）。

(b) 在未获得第(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。

- 10.12 联席保荐人及整体协调人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等联席保荐人或整体协调人仍应对根据本分条被授予相关权利、职责、权力及／或酌情决定权的任何联属人士的一切作为和不作为负责。
- 10.13 一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。
- 10.14 如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：
- (a) 本协议任何其他规定在该司法管辖区的合法性、有效性或强制性；或
- (b) 本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制性。
- 10.15 本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。
- 10.16 如果投资者在上市日期当日或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、联席保荐人及整体协调人有权解除本协议，且各方在本协议下的所有义务应立即中止。
- 10.17 每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

11. 管辖法律及司法权区

- 11.1 本协议及各方之间的关系应受香港法律管辖，并据以解释。

11.2 因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

12. 豁免权

12.1 如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不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铜锣湾希慎道 33 号利园一期 19 楼 1928 室的迈威(上海)生物科技股份有限公司，代表其接收香港法律程序中送达的法律程序文件。将任何法律程序文件送达至法律程序文件代理人，即视为该等文件已妥为送达（无论是否已转交给投资者且由投资者接收）。

13.2 如果该法律程序文件代理人因任何原因而无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意，其将另行委任一名为本公司、联席保荐人及整体协调人认可的替代法律程序文件代理人，并在此等委任的 30 天内，向本公司、联席保荐人及整体协调人送达一份新法律程序文件代理人的接受委任书。

14. 副本

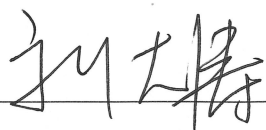
14.1 本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成一份完整的协议。以电子邮件附件（PDF 格式）或传真形式交付签字后的本协议签字页副本应视为有效的交付形式。

各方已通过其正式授权签字人于本协议文首所书之日签署了本协议，以资证明。

代表:

迈威(上海)生物科技股份有限公司

签署:



名称: 刘大涛

职衔: 执行董事

为及代表：

锦绣中和（天津）投资管理有限公司

签署：





姓名：张敬庭

职务：董事长

为及代表：

中信證券（香港）有限公司

签署：



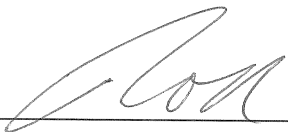
姓名：Gary Wang

职务：联席董事

为及代表：

海通国际资本有限公司

签署：



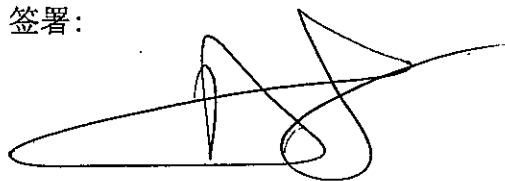
姓名：Ronny Chan

职务：董事总经理

为及代表:

中信里昂證券有限公司

签署:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

姓名: Heung Li

职务: 董事总经理

为及代表:

中信里昂證券有限公司

签署:



姓名: Gary Wang

职务: 联席董事

为及代表：

海通国际证券有限公司

签署：

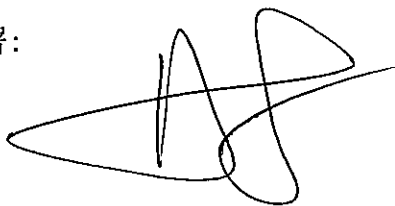
A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

姓名：Kenneth Ho

职务：董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署:

A handwritten signature in black ink, consisting of a large, stylized 'H' shape with a vertical line through the center and a horizontal line at the bottom, all enclosed within a large, irregular loop.

姓名: Heung Li

职务: 董事总经理

由以下人士为及代表
中信里昂證券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署:



姓名: Gary Wang

职务: 联席董事

由以下人士为及代表
海通国际证券有限公司
作为授权委托人为及代表
招银国际融资有限公司

签署：

A handwritten signature in black ink, consisting of several fluid, overlapping strokes, positioned above a horizontal line.

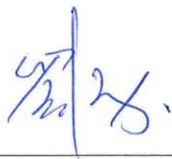
姓名：Kenneth Ho

职务：董事总经理

为及代表：

兴证国际融资有限公司

签署：

A handwritten signature in blue ink, appearing to be '刘立力' (Liu Lili), written over a horizontal line.

姓名： 刘立力

职务： 董事总经理

SCHEDULE 1

附表一

投资者股份

投资者股份数目

投资者股份数目须等于：(1) 100万美元的等值港元（以招股章程中披露的港元收盘价兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以(2) 发售价，舍入到最接近的一整手200股H股股份。

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的 H 股股份重新分配所影响。倘若香港公开发售的 H 股股份总需求量属于本公司的最终招股章程“全球发售的架构 – 香港公开发售 – 重新分配及回补”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i) 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%）；(ii) 上市规则第 19A.13A 条规定或联交所另行豁免的最低公众持股量规定、上市规则第 19A.13C 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

SCHEDULE 2

附表二

投资者详情

投资者

注册成立所在地:	天津生态城动漫中路126号动漫大厦C区一层C3区 (TG第155号)
公司注册证书编号:	SARC15
商业登记号码:	91120116MA05MNKH0W
法人机构识别编码:	836800622ZCEJTAS8E31
营业地址及电话及联系人:	中国北京市朝阳区建外大街1号国贸写字楼1座1001, 冯奕健, 15990627089
主营活动:	投资管理
最终控股股东:	锦绣中和(北京)资本管理有限公司
最终控股股东的注册成立所在地:	北京市西城区白广路4、6号8幢四层448
最终控股股东的商业登记号码及其法人机构识别编码:	91110102051363741U 不适用
最终控股股东的主营活动:	投资管理
股东及所持股权:	锦绣中和(北京)资本管理有限公司, 持股100%
投资者说明(待载入招股章程):	Splendid Zhonghe (Tianjin) Investment Management Co., Ltd. (锦绣中和(天津)投资管理有限公司) (“Splendid Zhonghe Investment”) is a limited liability company incorporated in China in 2017. It is a wholly-owned subsidiary of Splendid Zhonghe (Beijing) Capital Co., Ltd. (锦绣中和(北京)资本管理有限公司). Splendid Zhonghe (Beijing) Capital Co., Ltd. (“Zhonghe Capital”) is a full-industry-chain

investment platform incorporated in China in 2012, with cumulative assets under management exceeding RMB29 billion. Leveraging its extensive experience in capital market investments, Zhonghe Capital has completed strategic investments in more than 200 distinguished listed companies and growth enterprises, and has developed profound industry expertise and robust resource integration capabilities across its target sectors.

As of the Latest Practicable Date, Zhonghe Capital has nine shareholders in total. Mr. Zhang Jingting, an independent third party, beneficially owns 30.80% of the equity interest in Zhonghe Capital, and no other individual shareholder holds 30% or more of the equity interest in the company.

錦繡中和（天津）投資管理有限公司（「錦繡中和投資」）為一家於 2017 年在中國註冊成立的有限公司，為錦繡中和（北京）資本管理有限公司的全資子公司。

錦繡中和（北京）資本管理有限公司（「中和資本」）為一家於 2012 年在中國成立的全產業鏈投資公司，累計管理總資產超過人民幣 290 億元。憑藉多年資本市場投資經驗，中和資本已完成對 200 余家優秀上市公司與成長型企業的投資佈局，在相關投資領域具備深厚的行業積澱與資源整合能力。

截至最後實際可行日期，中和資本共有 9 位股東，其中獨立第三方張敬庭先生持有其 30.80% 股權，且概無任何其他個人股東持有其 30% 或以上股權。

相关投资者类别（联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别）：基石投资者

DATED 17 April 2026

MABWELL (SHANGHAI) BIOSCIENCE CO., LTD.
(邁威(上海) 生物科技股份有限公司)

THE CONTROLLING SHAREHOLDERS
(named in Schedule 1)

CITIC SECURITIES (HONG KONG) LIMITED
HAITONG INTERNATIONAL CAPITAL LIMITED

CLSA LIMITED

HAITONG INTERNATIONAL SECURITIES COMPANY
LIMITED

CHINA INDUSTRIAL SECURITIES INTERNATIONAL CAPITAL LIMITED

CMB INTERNATIONAL CAPITAL LIMITED

THE HONG KONG UNDERWRITERS
(named in Schedule 2)

and

THE CAPITAL MARKET INTERMEDIARIES
(as defined herein)

HONG KONG UNDERWRITING
AGREEMENT

relating to a public offering in Hong Kong of
initially 4,713,200 H Shares of
MABWELL (SHANGHAI) BIOSCIENCE CO., LTD. (邁威(上海) 生物科技股份有限公司) being
part of a global offering of initially
47,130,200 H Shares

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THIS AGREEMENT is made on 17 April 2026

BETWEEN:

- (1) **MABWELL (SHANGHAI) BIOSCIENCE CO., LTD.** (邁威(上海) 生物科技股份有限公司), a joint stock company incorporated in the People's Republic of China with limited liability, having its registered office at Room 105, Block 2 No. 230 Cailun Street China (Shanghai) Pilot Free Trade Zone, Shanghai, China (the “**Company**”);
- (2) **THE PERSONS** whose names and addresses are set out in **Schedule 1** (together, the “**Controlling Shareholders**” and each, a “**Controlling Shareholder**”);
- (3) **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place 88 Queensway, Hong Kong, and which is a licensed corporation (CE number: AAK249) holding a licence for Type 4 (advising on securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (“**CITICS**”);
- (4) **HAITONG INTERNATIONAL CAPITAL LIMITED** of Suites 3001-3006 and 3015-3016, One International Finance Centre, No. 1 Harbour View Street, Central, Hong Kong, and which is a licensed corporation (CE number: ADQ859) holding a licence for Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (“**Haitong Capital**”);
- (5) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong, and which is a licensed corporation (CE number: AAB893) holding a licence for Type 1 (dealing in securities), Type 4 (advising on securities) and Type 7 (providing automated trading services) regulated activities under the Securities and Futures Ordinance (“**CLSA**”);
- (6) **HAITONG INTERNATIONAL SECURITIES COMPANY LIMITED** of 28/F and Suites 3001-10 and 3015-16, One International Finance Centre, No.1 Harbour View Street, Central, Hong Kong, and which is a licensed corporation (CE number: AAF806) holding a licence for Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance (“**Haitong Securities**”);
- (7) **CHINA INDUSTRIAL SECURITIES INTERNATIONAL CAPITAL LIMITED** of 32/F, Infinitus Plaza, 199 Des Voeux Road Central, Sheung Wan, Hong Kong, and which is a licensed corporation (CE number: BAK956) holding a licence for Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (“**CISIC**”);
- (8) **CMB INTERNATIONAL CAPITAL LIMITED** of 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong (CE number: AVM940) holding a licence for Type 1 (dealing in securities) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (“**CMB**”);
- (9) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in **Schedule 2** (the “**Hong Kong Underwriters**” and a “**Hong Kong Underwriter**” means any one of them); and
- (10) **THE CAPITAL MARKET INTERMEDIARIES** (as defined below).

RECITALS:

- (A) The Company was established under the PRC laws under the name of Mabwell (Shanghai) Bioscience Ltd. (邁威(上海)生物科技有限公司) in the People's Republic of China with limited liability on May 12, 2017 and was converted into a joint stock company with limited liability under the PRC Company Law on June 30, 2020. The A Shares of the Company are listed on the Shanghai Stock Exchange STAR Market (stock code: 688062). The Company was registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on December 18, 2024. As of the date hereof, the Company has an issued share capital of RMB399,600,000 comprising 399,600,000 A shares of RMB1.00 each.
- (B) The Company is proposing to obtain a listing for its H Shares on the Stock Exchange by way of a Global Offering comprising:
- (a) Hong Kong Public Offering (as defined herein), comprising an offer for subscription of the Hong Kong Offer Shares, in respect of which this Agreement is being entered into; and
 - (b) International Offering (as defined herein), comprising an offer for subscription of new H Shares to be issued by the Company.
- (C) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell Hong Kong Offer Shares to the public in Hong Kong in the Hong Kong Public Offering and will concurrently offer and sell International Offer Shares outside the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act of 1933, as amended (the “**International Offering**”).
- (D) As of the date hereof, the Controlling Shareholders, directly and indirectly, collectively held and were entitled to exercise the voting rights attaching to approximately 42.38% of the total issued share capital of the Company.
- (E) 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. CITICS and Haitong Capital are acting as the joint sponsors (the “**Joint Sponsors**”) in relation to the Company’s listing application; and CLSA and Haitong Securities are acting as the Sponsor-OCs and together with CISIC and CMB are acting as the Overall Coordinators of the Global Offering.
- (F) The Hong Kong Underwriters have agreed to underwrite severally (and not jointly or jointly and severally) the Hong Kong Offer Shares upon and subject to the terms and conditions hereinafter contained.
- (G) The Warrantors have agreed to give the representations, warranties, undertakings and indemnities hereinafter contained in favour of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries.
- (H) The Company, the Controlling Shareholders, the Overall Coordinators and the International Underwriters intend to enter into the International Underwriting Agreement, pursuant to which the International Underwriters will agree to severally (and not jointly or jointly and severally) procure purchasers to purchase or, failing which, purchase H Shares offered by the Company in the International Offering, upon and subject to the terms and conditions therein contained.
- (I) The Company has appointed Tricor Investor Services Limited to act as its H Share

Registrar for the H Shares.

- (J) The Company has appointed Bank of China (Hong Kong) Limited and CMB Wing Lung Bank Limited to act as the Receiving Banks in relation to the Hong Kong Public Offering, and Bank of China (Hong Kong) Nominees Limited and CMB Wing Lung (Nominees) Limited to act as the nominees to hold the application monies received by the Receiving Banks under the Hong Kong Public Offering.
- (K) At a meeting of the Board held on 7 April 2026, resolutions were passed pursuant to which, *inter alia*, the Board approved, and any one of the Directors was authorised to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.
- (L) The CSRC confirmed completion of the Company's CSRC Filing on 19 November 2025 for the Global Offering and the making of the application to list its H Shares on the Stock Exchange upon the completion of the Listing.

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:

"Acceptance Date" means 23 April 2026, 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;

"affiliate" means, (i) 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, and (ii) in relation to a particular company, any company or other entity which is its holding company or subsidiary, or any subsidiary of its holding company or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the company specified; for the purposes of 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;

"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 and payable to Hong Kong Exchanges and Clearing Limited;

"Application Lists" means the application lists in respect of the Hong Kong Public Offering referred to in Clause 4.4;

“Application Proof” means the application proof of the prospectus of the Company posted on the SEHK’s website at <http://www.hkexnews.hk> on 6 January 2025, 29 August 2025 and 25 March 2026;

“Approvals and Filings” means any approvals, licences, consents, authorisations, permits, permissions, clearances, certificates, orders, concessions, qualifications, registrations, declarations and/or filings;

“Articles of Association” means the articles of association of the Company conditionally adopted on 7 April 2026, which will take effect on the Listing Date, as amended, supplemented or otherwise modified from time to time;

“A Share(s)” means ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are listed on the Shanghai Stock Exchange STAR Market and traded in RMB;

“associate” or **“close associate”** has the respective meaning ascribed to it in the Listing Rules;

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

“Board” means the board of directors of the Company;

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

“Business Day” means a day (other than Saturday, Sunday or a public holiday) on which banking institutions in Hong Kong are open generally for normal banking business;

“BVI” means the British Virgin Islands;

“Capital Market Intermediaries” or **“CMIs”** means CLSA, Haitong Securities, CISIC, CMB, CCB International Capital Limited, Guosen Securities (HK) Brokerage Company, Limited, Futu Securities International (Hong Kong) Limited, ABCI Capital Limited, ABCI Securities Company Limited and Bowlea Securities Limited, each being the syndicate capital market intermediaries of the Global Offering, and the non-syndicate capital market intermediaries, and each being a **“Capital Market Intermediary”** or **“CMI”**;

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

“CMI Engagement Letters” means the engagement letters respectively entered into by the Company with each of CCB International Capital Limited, Guosen Securities (HK) Brokerage Company, Limited, Futu Securities International (Hong Kong) Limited, ABCI Capital Limited, ABCI Securities Company Limited and Bowlea Securities Limited on or around 16 April 2026;

“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 (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;

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

“Company’s HK & US Counsel” means Davis Polk & Wardwell, being the Company’s legal advisers as to Hong Kong and US laws, of 10/F, The Hong Kong Club Building, 3A Chater Road, Central, Hong Kong;

“Company’s International Sanctions Counsel” means Hogan Lovells, being the Company’s legal advisers as to international sanctions laws, of 11/F Floor, One Pacific Place, 88 Queensway, Hong Kong;

“Company’s PRC Counsel” means Jingtian & Gongcheng, being the Company’s legal advisers as to PRC laws, of 34/F, Tower 3, China Central Place, 77 Jianguo Road, Chaoyang District, Beijing, China;

“Company’s PRC IP Counsel” means Jingtian & Gongcheng, being the Company’s legal advisers as to PRC IP laws, of 34/F, Tower 3, China Central Place, 77 Jianguo Road, Chaoyang District, Beijing, China;

“Company’s US FTO Counsel” means Venture Partner, LLC, being the Company’s legal advisers as to US IP laws, of Suite 1200, 401 North Michigan Avenue, Chicago, Illinois, United States;

“Company’s US Local Counsel” means MagStone Law, LLP, being the Company’s legal advisers as to US laws, of 415 S Murphy Ave, Sunnyvale CA 94086, United States;

“Conditions” means the conditions precedent set out in Clause 2.1;

“Conditions Precedent Documents” means the documents listed in Parts A and B of Schedule 4;

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

“Cornerstone Agreement” means the cornerstone investment agreement (s) entered into, among others, the Company, the Joint Sponsors, the Overall Coordinators and any cornerstone investors setting out the terms and conditions subject to which such cornerstone investors have agreed to subscribe for or purchase the Offer Shares 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 (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form 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 submitted to the CSRC on 8 January 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 (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

“CSRC Rules” means the CSRC Filing Rules and the CSRC Archive Rules;

“Directors” means the directors of the Company whose names are set out in the section headed “Directors, Supervisors and Senior Management” of the Hong Kong Prospectus;

“Encumbrance(s)” 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;

“FINI” means the “Fast Interface for New Issuance”, an online platform operated by the HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement of all new listings;

“FINI Agreement” means the FINI agreement dated 31 March 2026 and entered into between the Company and HKSCC;

“Formal Notice” means the press announcement substantially in agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules;

“Global Offering” means the Hong Kong Public Offering and the International Offering;

“Group” means the Company and the Subsidiaries, and the expression **“member of the Group”** shall be construed accordingly;

“Guide for New Listing Applicants” means the Guide for New Listing Applicants published by the SEHK effective from 1 January 2024, as amended, supplemented or otherwise modified from time to time;

“H Shares” means overseas-listed foreign invested 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 listed on the Stock Exchange;

“H Share Registrar” means Tricor Investor Services Limited of 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong;

“HK eIPO White Form Service” means the facility offered by the Company through the HK eIPO White Form Service Provider as the service provider designated by the Company allowing investors to apply electronically to subscribe for the Hong Kong Offer Shares in the Hong Kong Public Offering on a website designated for such purpose or through the designated mobile application, as provided for and disclosed in the Hong Kong Prospectus;

“HK eIPO White Form Service Provider” means Tricor Investor Services Limited located at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong;

“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 4,713,200 H Shares being initially offered by the Company under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.5, 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 20 April 2026;

“Hong Kong Public Offering” means the offering and sale of the Hong Kong Offer Shares to 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 purchase Hong Kong Offer Shares made online through the HK eIPO White Form service at www.eipo.com.hk, or through HKSCC EIPO service to electronically cause HKSCC Nominees Limited to apply on an applicant’s behalf and otherwise made in compliance with the terms of the Hong Kong Public Offering Documents, including for the avoidance of doubt Hong Kong Underwriter’s Applications;

“Hong Kong Public Offering Documents” means the Application Proof, the PHIP Hong Kong Prospectus and the Formal Notice;

“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;

“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 applications to subscribe for, or failing which itself as principal apply to subscribe for, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite the name of such Hong Kong Underwriter in **Schedule 2** to the aggregate number of Hong Kong Offer Shares determined after taking into account any adjustment pursuant to Clauses 2.5, 4.11 and 4.12, as applicable, but not in any event exceeding the maximum number of Hong Kong Offer Shares as shown opposite the name of such Hong Kong Underwriter in **Schedule 2**;

“Hong Kong Takeovers Code” means the Codes on Takeovers and Mergers and Share Buybacks issued by the SFC, as amended, supplemented or otherwise modified from time to time;

“Hong Kong Underwriters” means the persons set forth in **Schedule 2**;

“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 pursuant to 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;

“Indemnified Parties” means (i) the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries (which, for the avoidance of doubt, include both syndicate CMI and non-syndicate CMI as defined in the Code of Conduct); (ii) their respective subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in Clause 3.8; (iii) the respective partners, directors, supervisors (where applicable), officers, members, employees, representatives, advisers and agents of the parties identified in each of (i) and (ii) above; (iv) all partners, directors, supervisors, officers, members, employees, representatives and agents of their respective subsidiaries, head offices and branches, associates; and (v) the successors and assigns of all of the foregoing persons, and **“Indemnified Party”** means any one of them;

“Indemnifying Party” has the meaning ascribed to them in Clause 12.1;

“Industry Consultant” means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co of Suite 2504, Wheelock Square, 1717 Nanjing West Road, Shanghai, PRC;

“Internal Control Consultant” means Ernst & Young (China) Advisory Limited, the internal control consultant appointed by the Company to conduct internal control review in anticipation of the Global Offering;

“International Offer Shares” means 42,417,000 H Shares initially proposed to be offered by the Company for purchase by, or by purchasers procured by, the International Underwriters under the International Offering, subject to adjustment and reallocation in accordance with the International Underwriting Agreement;

“International Offering Documents” means the Preliminary Offering Circular, the Pricing Disclosure Package and the Offering Circular;

“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 procure purchasers to purchase or, failing which, purchase pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement;

“International Offering” means the conditional placing by the International Underwriters, for and on behalf of the Company, of the International Offer Shares at the Offer Price outside the United States in offshore transactions in reliance on Regulation S under the Securities Act, on and subject to the terms and conditions of the International Underwriting Agreement, the Pricing Disclosure Package and the Offering Circular;

“International Underwriters” mean 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 the Company, the Controlling Shareholders, the Joint Sponsors, the Overall Coordinators and the International Underwriters on or around 23 April 2026;

“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 CLSA, Haitong Securities, CISIC, CMB, CCB International Capital Limited, Guosen Securities (HK) Brokerage Company, Limited, Futu Securities International (Hong Kong) Limited and ABCI Capital Limited, being the joint bookrunners of the Global Offering;

“Joint Global Coordinators” means CLSA, Haitong Securities, CISIC, CMB, CCB International Capital Limited, Guosen Securities (HK) Brokerage Company, Limited, Futu Securities International (Hong Kong) Limited and ABCI Capital Limited being the Joint Global Coordinators of the Global Offering;

“Joint Lead Managers” means CLSA, Haitong Securities, CMB, CISIC, CCB International Capital Limited, Guosen Securities (HK) Brokerage Company, Limited, Futu Securities International (Hong Kong) Limited, ABCI Securities Company Limited and Bowlea Securities Limited, being the joint lead managers of the Global Offering;

“Joint Sponsors” means CITIC and Haitong Capital, being the joint sponsors to the Global Offering;

“Laws” means any and all international, national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including any common law or case law), statutes, ordinances, legal codes, resolutions, regulations or rules (including any and all regulations, rules, sanctions, orders, judgments, decrees, rulings, opinions, guidelines, measures, notices or circulars (in each case, whether formally published or not and to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences) of any Authority);

“Legal Advisers” means Company’s HK & US Counsel, Company’s PRC Counsel, Company’s International Sanctions Counsel, Underwriters’ HK & US Counsel and Underwriters’ PRC Counsel;

“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 28 April 2026 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, together with the Guide for New Listing Applicants, 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 or otherwise, or performance of the Company and the other members of the Group, taken as a whole;

“Nominee” means Bank of China (Hong Kong) Nominees Limited and CMB Wing Lung (Nominees) Limited;

“OC Announcement” means the announcement dated 6 January 2025, 20 January 2025, 29 August 2025 and 25 March 2026 setting out the names of the Overall Coordinators appointed by the Company effecting a placing involving bookbuilding activities in connection with the Global Offering, including any subsequent related announcement(s) (if applicable);

“Offer Price” means the final price per Offer Share (exclusive of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed for 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 being offered at the Offer Price under the Global Offering;

“Offering Circular” shall have the meaning ascribed to it under the International Underwriting Agreement;

“Offering Documents” means the Hong Kong Public Offering Documents, the Pricing Disclosure Package, the Offering Circular and any other announcement, document or communication or information issued, given, released, arising out of or used in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including without limitation any Investor Presentation Materials relating to the Offer Shares and, in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, any of the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Underwriters;

“Operative Documents” means the Price Determination Agreement, the Cornerstone Agreements, the Receiving Banks Agreement, the FINI Agreement, the Registrar Agreement and any agreement between the Company and the HK eIPO White Form Service Provider, including all amendments and supplements to any of them;

“Overall Coordinators” means CLSA, Haitong Securities, CMB and CISIC being the overall coordinators appointed by the Company in connection with its proposed listing on the SEHK;

“PHIP” means the post-hearing information pack of the Company posted on the SEHK’s website at www.hkexnews.hk on 2 April 2026;

“PRC” means the People’s Republic of China, which for the purposes of this Agreement only shall not include Hong Kong, Taiwan and the Macau Special Administrative Region of the People’s Republic of China;

“Pre-IPO Investments” means the pre-IPO investments in the Company undertaken by various pre-IPO investors, details of which are set out in the section headed “History, Development and Corporate Structure” of the Hong Kong Prospectus;

“Preliminary Offering Circular” means the preliminary offering circular dated 20 April 2026 issued by the Company and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Applicable Time (to be defined in the International Underwriting Agreement);

“Price Determination Agreement” means the agreement in agreed form to be entered into between the Company, the Joint Sponsors, and the Overall Coordinators (for themselves and on behalf of the Underwriters) on the Price Determination Date to record the Offer Price;

“Price Determination Date” means the date on which the Offer Price is fixed for the purposes of the Hong Kong Public Offering in accordance with Clause 2.5;

“Pricing Disclosure Package” shall have the meaning ascribed to it in the International Underwriting Agreement;

“Receiving Banks” means Bank of China (Hong Kong) Limited and CMB Wing Lung Bank Limited;

“Receiving Banks Agreement” means the agreement dated 16 April 2026, entered into between the Company, the Receiving Banks, the Joint Sponsors, the Overall Coordinators, H Share Registrar and the Nominee;

“Registrar Agreement” means the agreement dated 1 April 2026, entered into between the Company and the H Share Registrar;

“Reporting Accountants” means Ernst & Young, of 27/F, One Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong ;

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

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

“Securities and Futures (Price Stabilizing) Rules” means the Securities and Futures (Price Stabilizing) Rules (Chapter 571W of the Laws of Hong Kong) under the Securities and Futures Ordinance;

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

“SEHK” or “Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“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;

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

“Shares” means the ordinary share(s) in the capital of our Company with a nominal value of RMB1.00 each, including both A Shares and H Shares;

“Sponsor-OCs Engagement Letter” means the engagement letter entered into by the Company with CITICS and CLSA on 17 June 2024 and the engagement letter entered into by the Company with Haitong Capital and Haitong Securities on 18 June 2024;

“Sponsor-Overall Coordinators” or “Sponsor-OCs” means CLSA and Haitong Securities;

“Subsidiaries” means the subsidiaries of the Company within the meaning of the Companies Ordinance, including without limitation, the companies named in Appendix I to the Hong Kong Prospectus as the subsidiaries of the Company, and **“Subsidiary”** means any one of them;

“Tax”, “Taxes” or “Taxation” means all present or future taxes, levies, imposts, duties, fees, assessments or other charges in the nature of a tax imposed, assessed or levied by any Authority, whenever created, imposed or arising and whether of Hong Kong, the PRC, 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, duty, fee, assessment, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC, or of any other part of the world, whether by way of actual assessment, withholding, loss of allowance, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

“Trading Fee” means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the SEHK;

“Underwriters’ HK & US Counsel” means Herbert Smith Freehills, being the Underwriters’ legal advisers as to Hong Kong and US laws, of 23/F, Gloucester Tower, 15 Queen’s Road Central, Hong Kong;

“Underwriters’ PRC Counsel” means King & Wood Mallesons 17th Floor, One ICC Shanghai ICC 999 Huai Hai Road (M) Shanghai, PRC;

“Underwriters” means the Hong Kong Underwriters and the International Underwriters;

“Unsold Hong Kong Offer Shares” has the meaning ascribed to it in Clause 4.6;

“US\$” means United States dollars, the lawful currency of the United States;

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

“Verification Notes” means the verification notes relating to the Hong Kong Prospectus, and the verification notes relating to the CSRC Filing Report, copies of which have been signed and approved by, among others, the Directors;

“Warranties” means the representations, warranties, agreements and undertakings of the Warrantors as set out in **Schedule 3**; and

“Warrantors” means the Company and the Controlling Shareholders.

- 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 **“Clauses”**, **“Recitals”** and **“Schedules”** are to clauses of and recitals and schedules to this Agreement;
 - 1.4.2 whenever the words **“include”**, **“includes”** or **“including”** are used in this Agreement, they shall be deemed to be followed by the words **“without limitation”**;
 - 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 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 construed to have the same meanings as defined in section 2 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance and in sections 13 and 15 of the Companies Ordinance (as the case may be);
 - 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 a form agreed between the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) and the Company or identified as such by way of exchange of e-mails between (a) the Company’s HK & US Counsel, on behalf of the Company; and (b) the Underwriters’ HK & US Counsel, on behalf of the Joint Sponsors and the Sponsor-OCs;
- 1.4.11 references to a “**certified copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the counsel for 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 (to the extent permissible under applicable Laws):

- 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’s HK & US Counsel (on behalf of the Company) all Conditions Precedent Documents as set out in Part A of **Schedule 4** and Part B of **Schedule 4**, in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, not later than 9:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 9:00 p.m. on the Business Day immediately before the Listing Date, or such later time/date as the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) may agree respectively;
- 2.1.2 the issue by the SEHK of a certificate of authorisation of registration in respect of the Hong Kong Prospectus on the Business Day immediately 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 authorised in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, not later than 8:00 p.m. or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day immediately before the Hong Kong Prospectus Date;

- 2.1.3 the Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and the 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 into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the 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 (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);
- 2.1.5 the Offer Price having been fixed and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters), on the Price Determination Date (or such later date as may be agreed between the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Company) in accordance with Clause 2.5 and such agreement not subsequently having been terminated prior to the time being 90 minutes before the trading of the H Shares first commences on the SEHK;
- 2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on the Price Determination Date, and such agreement not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become 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 the approval of the SEHK of the listing of, and permission to deal in, the H Shares in issue and to be issued pursuant to the Global Offering and all of the waivers and exemptions as stated in the Hong Kong Prospectus to be granted by the SEHK or the SFC are granted, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated;
- 2.1.8 the Warranties being true, accurate, not misleading and not breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting);

- 2.1.9 each of the Company and the Controlling Shareholders 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; and
 - 2.1.10 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 time being 90 minutes before the trading of the H Shares first commences on the SEHK.
- 2.2 **Procure fulfilment:** Each of the Warrantors jointly and severally undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Hong Kong Underwriters and the Capital Market Intermediaries to fulfil or procure the fulfilment of the Conditions on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Joint Sponsors, the SEHK, the CSRC, the SFC, the Registrar of Companies in Hong Kong and any other relevant Authorities for the purposes of or in connection with the listing of and permission to deal in the H Shares and the fulfilment of such Conditions.
- 2.3 **Extension:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, after consultation with the Company and 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 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 20 May 2026 (being 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 Sponsor-OCs to the other parties to this Agreement and the relevant Authorities as soon as practicable after any such extension is made); or
 - 2.3.2 in respect of the Conditions set out in Clauses 2.1.1, 2.1.6 and 2.1.7 only, to waive or modify (with or without condition(s) attached and in whole or in part) such Conditions.

The Joint Sponsors' and the Overall Coordinators' consent or acknowledgement of any amendments and/or supplements to the Offering Documents subsequent to their respective issue or distribution will not (i) constitute a waiver of any Condition; or (ii) result in any loss of right or their right to terminate this Agreement pursuant to the terms hereof.

- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 12, 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 price on 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 23 April 2026 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. Each of the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorises the Overall Coordinators to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Overall Coordinators may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.
- 2.6 **Reduction of indicative Offer Price range or number of Offer Shares:** The Overall Coordinators may (for themselves and on behalf of the Underwriters), 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 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 on or 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, cause an announcement of the reduction in the number of Offer Shares initially offered in the Global Offering and/or the indicative offer price range to be posted on the website of the SEHK (www.hkexnews.hk) and on the website of the Company (<http://www.mabwell.com>). The Company will also, as soon as practicable following the decision to make such change, (i) issue a supplemental or new prospectus updating investors of the change in the number of Offer Shares being offered under the Global Offering and/or the Offer Price, (ii) apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all the Laws applicable to that reduction, and the Global Offering must first be cancelled and subsequently relaunched on FINI system pursuant to the supplemental or new prospectus in accordance with Chapter 4.14 of the Guide for New Listing Applicants.

3 APPOINTMENTS

- 3.1 **Sponsor-OCs and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CLSA and Haitong Securities to act as the sponsor-overall coordinators and CLSA, Haitong Securities, CMB and CISIC to act as overall coordinators in connection with the Global Offering, and each of the Sponsor-OCs and the Overall Coordinators hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, such engagement under the terms and conditions of their respective engagement letter in respect of the Global Offering entered into with the Company shall continue to be in full force and effect. The Company hereby further confirms and acknowledges that each of the Sponsor-OCs and the Overall Coordinators has:

- 3.1.1 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;
 - 3.1.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicated its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
 - 3.1.3 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;
 - 3.1.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under paragraph 21.3.1 of the Code of Conduct;
 - 3.1.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs, which is currently around 75% fixed and 25% discretionary;
 - 3.1.6 advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange and the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its Directors fully understand and undertake to Joint Sponsors and the Underwriters that they have met or will meet these responsibilities;
 - 3.1.7 where the Company decided not to adopt an Overall Coordinators' advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions;
 - 3.1.8 devised a marketing and investor targeting strategy for order generation and advised the Company on adjustment to the strategy, as appropriate, in view of prevailing market conditions and sentiment; and
 - 3.1.9 advised the Company of the disclosure of any rebates and preferential treatment.
- 3.2 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CLSA, Haitong Securities, CISIC, CMB, CCB International Capital Limited, Guosen Securities (HK) Brokerage Company, Limited, Futu Securities International (Hong Kong) Limited and ABCI Capital Limited as the Joint Global Coordinators of the Global Offering, and CLSA, Haitong Securities, CISIC, CMB, CCB International Capital Limited, Guosen Securities (HK) Brokerage Company, Limited, Futu Securities International (Hong Kong) Limited and ABCI Capital Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment.

- 3.3 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CLSA, Haitong Securities, CISIC, CMB, CCB International Capital Limited, Guosen Securities (HK) Brokerage Company, Limited, Futu Securities International (Hong Kong) Limited and ABCI Capital Limited to act as the Joint Bookrunners of the Global Offering, and each of CLSA, Haitong Securities, CISIC, CMB, CCB International Capital Limited, Guosen Securities (HK) Brokerage Company, Limited, Futu Securities International (Hong Kong) Limited and ABCI Capital Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms its acceptance of such appointment.
- 3.4 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CLSA, Haitong Securities, CISIC, CMB, CCB International Capital Limited, Guosen Securities (HK) Brokerage Company, Limited, Futu Securities International (Hong Kong) Limited, ABCI Securities Company Limited and Bowlea Securities Limited to act as the Joint Lead Managers of the Global Offering, and each of CLSA, Haitong Securities, CISIC, CMB, CCB International Capital Limited, Guosen Securities (HK) Brokerage Company, Limited, Futu Securities International (Hong Kong) Limited, ABCI Securities Company Limited and Bowlea Securities Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms its acceptance of such appointment.
- 3.5 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CITICS and Haitong Capital to act as Joint Sponsors of the Company in relation to its application for Admission. CITICS and Haitong Capital, relying on the Warranties and subject as hereinafter mentioned, hereby confirm its acceptance of such appointment.
- 3.6 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares and to procure applications for the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 3.7 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CLSA, Haitong Securities, CISIC, CMB, CCB International Capital Limited, Guosen Securities (HK) Brokerage Company, Limited, Futu Securities International (Hong Kong) Limited, ABCI Capital Limited, ABCI Securities Company Limited and Bowlea Securities Limited 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 of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Capital Market Intermediaries hereunder is in addition to their engagement under the terms and conditions of their respective engagement letters in respect of the Global Offering entered into among them and the Company, which shall continue to be in full force and effect at all times.
- 3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorised 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; provided that such delegated appointee is permitted by applicable Laws to discharge the duties conferred upon them and each delegating

appointee under this Clause shall remain liable for all acts and omissions of the delegated appointee in respect of the work delegated pursuant to this Agreement.

- 3.9 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting agreements in respect of any part of their Hong Kong Public Offering Underwriting Commitment, provided that no Hong Kong Underwriters 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 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 absolutely and shall not be for the account of the Company. The entitlement of the Hong Kong Underwriters to enter into sub-underwriting agreements in respect of any part of their respective commitments under the Hong Kong Public Offering shall not affect any of the obligations of the Hong Kong Underwriters under this Agreement, which shall remain in full force and effect at all times. Each of the Warrantors owes no duty or obligations to any of the sub-underwriters so appointed, and none of the Warranties under this Agreement are for the benefit of such sub-underwriters.
- 3.10 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and their respective delegates under Clause 3.8 all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of such appointee's roles as a joint sponsor, sponsor-OC, designated sponsor-OC, overall coordinator, global coordinator, lead manager, bookrunner, 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.
- 3.11 **No fiduciary relationship:** Each of the Warrantors 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 role as such, is acting solely as the global coordinators of the Global Offering, the Joint Bookrunners, in their role as such, are acting solely as the bookrunners of the Global Offering, and the Joint Lead Managers, in their role as such, are acting solely as the lead managers of the Global Offering, the Capital Market Intermediaries, in their role as such, are acting solely as the capital market intermediaries of the Global Offering, the Joint Sponsors, in their role as such, are acting solely as the Joint Sponsors in connection with the listing of the H Shares on the SEHK and the Sponsor-OCs, in their role as such, are acting solely as the Sponsor-Overall Coordinators in connection with the listing of the H Shares on the SEHK.

Each of the Warrantors further acknowledges that the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Joint Sponsors are each acting pursuant to a contractual relationship with the Warrantors entered into on an arm's length basis, and in no event do the parties intend that the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global

Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Joint Sponsors, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Joint Sponsors, as the case may be, 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 Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Joint Sponsors hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the Capital Market Intermediaries have advised or are currently advising the Warrantors or any of them on other matters), and each of the Warrantors hereby confirms its understanding and agreement to that effect. The Warrantors, on the one hand, and the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Joint Sponsors, 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 Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Joint Sponsors, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries or the Joint Sponsors, as applicable, on the other hand, agree that the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries or the Joint Sponsors, 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 or fiduciary of any of the Warrantors (except and solely, with respect to the Sponsor-OCs, 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, 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 any of the Warrantors, and none of the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Joint Sponsors has assumed, or will assume, any fiduciary or advisory or similar responsibility in favour of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading

up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Joint Sponsors has advised or is currently advising the Warrantors or any of them on other matters).

- 3.12 Each of the Warrantors further acknowledges and agrees that the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors and the Capital Market Intermediaries are not advising the Warrantors, their respective directors, management or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors and the Overall Coordinators, any advice to the Company on matters in relation to the 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 SFC Code of Conduct for Persons Licensed by or Registered with the SFC in their respective capacity as Joint Sponsors and Overall Coordinators in connection with the proposed listing of the Company) in any jurisdiction. Each of the Warrantors 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 Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Capital Market Intermediaries and their respective directors, officers and affiliates shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors 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 Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Joint Sponsors and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, 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 Warrantors.

- 3.13 Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against each of or any of the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries and the Joint Sponsors with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of SEHK or any process or matters leading up to such transactions.
- 3.14 **No liability for Offer Price and Offering Documents: the rights of each Indemnified Party who is not a party to this Agreement under this Clause 3.14 are subject to Clause 17.15.** Notwithstanding anything contained in this Agreement to the contrary, none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital

Market Intermediaries, the Hong Kong Underwriters and the other Indemnified Parties (as defined in Clause 12.1 hereof) shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the 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 Warrantors are solely responsible in this regard):

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

3.14.2 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 any of the foregoing matters.

- 3.15 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.7, as applicable, or by any of the delegates under Clause 3.8 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 3.7 or their respective delegates under Clause 3.8. To the extent permitted by the Law, the obligations of the appointees hereunder are several (and not joint or joint and several), and none of the appointees (except for any affiliates to which it has delegated any of its rights, duties, powers or discretions pursuant to Clause 3.8) under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

4 THE HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer and sell the Hong Kong Offer Shares upon 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 the Company's HK & US Counsel on the Company's behalf, the Joint Sponsors shall arrange for and the Company shall cause, the Formal Notice to be published on the official websites of the Company and the SEHK (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 Company and the official website of the Stock Exchange.
- 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 Nominees 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 Banks Agreement. The Company shall procure (i) each of the Receiving Banks and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the

Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Banks 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 and 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 and the Hong Kong Underwriters to use its best efforts to procure that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by them 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 (i) a tropical cyclone warning signal number 8 or above; (ii) a “black” rainstorm warning; and/or (iii) an “extreme conditions” announcement issued by any government authority of Hong Kong (collectively, the “**Severe Weather Signals**”) being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such Severe Weather Signals 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 after consultation with the Company, 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 Banks 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 acknowledges and agrees that under the respective terms and conditions of the Receiving Banks Agreement and the Registrar Agreement, the Receiving Banks and the H Share Registrar shall, as soon as practicable after the close of the Application Lists, provide the Joint Sponsors and the Overall Coordinators with such information, calculations and assistance as the 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 the 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 at the Offer Price, 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 forth 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 2**):

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

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 Clause 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 2.5, 4.11 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 its 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 or identified with the name of such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriters) 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 5**.
- 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 6:00 p.m. on 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 make 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 deliver to the Overall Coordinators records for the duly completed applications; and

- 4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of 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, 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 5:30 p.m. on 27 April 2026 (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 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, 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. In the event of such reallocation, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine 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;

- 4.11.2 if (i) purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Hong Kong Public Offering Over-Subscription occurs; or (ii) the International Offer Shares under the International Offering are not fully subscribed and the Hong Kong Public

Offering Over-Subscription occurs, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Hong Kong Public Offering Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 7,069,400 H Shares (representing approximately 15% of the number of Offer Shares initially available under the Global Offering), and the Offer Price shall be fixed at the bottom end of the indicative Offer Price range stated in the Prospectus.

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters shall be reduced accordingly and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the SEHK, including but not limited to the relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants and Practice Note 18 to the Listing Rules.

- 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 Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may in its sole and absolute discretion determine. 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 by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or that 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, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.
- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Joint Sponsors and the Hong Kong

Underwriters to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the 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 5:30 p.m. on 27 April 2026 (the date specified in the Hong Kong Prospectus for the despatch of share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;

5.1.2 use its best endeavours to 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 use its best endeavours to 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 Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company on the Listing Date before or around the time when the trading of the H Shares first commences on the SEHK (subject to and in accordance with the provisions of the Receiving Banks Agreement and this Agreement) upon the Nominees receiving written confirmation from the 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 in immediately available funds 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; provided, however, that:

5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee (prior to payment of the application monies to the Company 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 and pay to the

Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) all amounts payable by the Company pursuant to Clause 6.1, Clause 6.2.1, Clause 6.2.3, Clause 6.2.8 and Clause 6.2.15; 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, if not otherwise dealt with in the engagement letters entered into between the Company and the relevant party, the Company shall, and each of the Controlling Shareholders shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or forthwith upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) (if and to the extent that the Offer Price shall be determined at below HK\$ 30.71 per Offer Share).

- 5.3 **Brokerage, Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 6.2, the Overall Coordinators will, for themselves and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy for applicants in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.
- 5.4 **Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 6.2, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee 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, such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.
- 5.5 **Refund:** The Company will procure that, in accordance with the terms of the Receiving Banks Agreement and the Registrar Agreement, the H Share Registrar and the Receiving Banks, as the case may be, will arrange for payment of refunds of applications monies and/or the distribution of refund cheques, 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 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Banks Agreement.
- 5.7 **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 Capital Market Intermediaries or the Hong Kong Underwriters or any of their respective affiliates has any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominee or the H Share Registrar any other application or otherwise of funds.

6 COMMISSIONS AND COSTS

- 6.1 **Underwriting commission and incentive fee:** The Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) an underwriting commission equal to 2.7 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 Clauses 4.11 and 4.12, respectively). The respective entitlements of the Hong Kong Underwriters to the Hong Kong underwriting commission will be agreed in the International Underwriting Agreement, provided that any adjustment to the allocation of the fixed fee to each Capital Market Intermediary as set out in the Sponsor-OCs Engagement Letters and/or the respective CMI Engagement Letters with the Company shall be in compliance with the Listing Rules.

In addition, the Company agrees to pay, at the Company's sole discretion, to the Hong Kong Underwriters an incentive fee of up to 1.3 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 payment and amount of which is at the sole and absolute discretion of the Company and expected to be determined on or around the date of the International Underwriting Agreement and in any event, before the Listing Date.

- 6.2 **Costs payable by the Company:** All costs, expenses, fees, charges and Taxation (which in the case of Taxation shall exclude any profit or income tax imposed on net income or profit or any other Tax of a similar nature payable on the commission or fee income mentioned in Clause 6.1 hereof and on the reimbursements payable mentioned in this Clause 6.2 in the jurisdiction where the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the Capital Markets Intermediaries or the Hong Kong Underwriters on which the tax is imposed have a connection) 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, including subject to the terms of agreements entered into between the Company and (where applicable) such relevant parties other than any Joint Sponsor, any Overall Coordinator or any Hong Kong Underwriter (if any), the following:

- 6.2.1 any remaining payable sponsor fees and remaining payable out-of-pocket expenses actually incurred by each of the Joint Sponsors (subject to the cap as specified in their Sponsor-OCs Engagement Letters and upon presentation of

a breakdown of such expenses, provided any out-of-pocket expenses exceeding such cap shall only be payable by the Company if and to the extent that such excess has been approved in writing by the Company) in accordance with the Sponsor-OCs Engagement Letters and out-of-pocket expenses payable (if any and subject to any cap as specified in each of the CMI Engagement Letters and together with the breakdown of such expenses, provided any out-of-pocket expenses exceeding such cap shall only be payable by the Company if and to the extent that such excess has been approved in writing by the Company) in accordance with each of the CMI Engagement Letters;

- 6.2.2 fees, disbursements and expenses of the Reporting Accountants;
- 6.2.3 fees, disbursements and expenses of the H Share Registrar and the HK eIPO White Form Service Provider;
- 6.2.4 fees, disbursements and expenses of all Legal Advisers and any other legal advisers to the Company and the Underwriters;
- 6.2.5 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant;
- 6.2.6 fees, disbursements and expenses of any public relations consultants;
- 6.2.7 fees, disbursements and expenses of the Receiving Banks and the Nominees;
- 6.2.8 fees, disbursements and expenses of the financial printer;
- 6.2.9 fees, disbursements and expenses of other agents and advisers of the Company, or otherwise payable by the Company in accordance with the terms of any separate engagement letter or fee letter entered into between the Company and such agent or adviser relating to the Global Offering;
- 6.2.10 fees, disbursements and expenses related to the application for listing of the Offer Shares on the SEHK, the filing or registration of any documents with any relevant Authority (including the Registrar of Companies in Hong Kong) and the qualification of the Offer Shares in any jurisdiction;
- 6.2.11 all printing, document production, courier and advertising costs;
- 6.2.12 all costs of despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 6.2.13 all stock admission fees, processing charges and related expenses payable to HKSCC;
- 6.2.14 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, and all capital duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable, in respect of the creation, issue, sale and delivery of the Offer Shares;
- 6.2.15 all fees and expenses of conducting background searches, company searches, litigation and legal proceedings searches, bankruptcy and insolvency searches and director disqualification searches in connection with the Global Offering;
- 6.2.16 all CCASS transaction fees payable in connection with the Global Offering,

shall be borne by the Company but subject to terms and conditions under the engagement letters entered into between the Company and relevant parties (including but not limited to the Joint Sponsors and the Overall Coordinators) before the date of this Agreement, and the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such costs, expenses, fees, charges and Taxation. Notwithstanding anything to the contrary in this Agreement, if any costs, expenses, fees or charges referred to in this Clause 6.2 is paid or to be paid by any of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries for or on behalf of the Company, and which is not deducted pursuant to Clause 5.2, the relevant breakdown and invoices shall be presented to the Company for approval (where required under the respective engagement letter) and upon which, the Company shall reimburse such costs, expenses, fees or charges to the relevant Overall Coordinators, Joint Global Coordinators, Joint Sponsors, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters or Capital Market Intermediaries exclusive of goods and services tax, value added tax and/or similar taxes or any interest, additions to Taxation, penalties or similar liabilities with respect thereto, however, in any event, none of the relevant parties shall make a profit from such reimbursements.

For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this Clause 6.2 shall, if not so deducted pursuant to Clause 5.2 or otherwise dealt with in the engagement letters entered into between the Company and the relevant professional parties, be payable by the Company pursuant to the corresponding terms and provisions of the relevant engagement letters.

- 6.3 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any underwriting commission or incentive fee under Clause 6.1, but the Company shall, and the Controlling Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed all costs, expenses, fees, charges and Taxation referred to in Clause 6.2 which have been incurred or are liable to be paid by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and/or the Hong Kong Underwriters and all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to Clause 6.2, within 30 business days upon written demand by the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and/or the Hong Kong Underwriters or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be, in accordance with the engagement letters entered into between the Company and relevant parties before the date of this Agreement, and the Joint Sponsors and the Overall Coordinators are entitled to, in accordance with the provisions of the Receiving Banks Agreement, instruct the Nominee to make such payment.
- 6.4 The Controlling Shareholders, jointly and severally, unconditionally and irrevocably guarantee that if the Company does not pay any sum payable to 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 under this Clause 6 by the time and on the date specified for such payment, the Controlling Shareholders will be jointly and severally responsible for the payment of that sum.

7 STABILISATION

7.1 **No stabilisation by the Company and the Controlling Shareholders:** Each of the Company and the Controlling Shareholders undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and each of them that it will not, and will cause its affiliates or any of its or its affiliates' respective directors, supervisors, officers, employees, or any person acting on its or on behalf of any of the foregoing persons not to:

- 7.1.1 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;
- 7.1.2 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
- 7.1.3 take or omit to take, directly or indirectly, any action (such as issuing any press release relating to any securities without an appropriate legend) in breach of the terms of this Agreement or in violation of the Securities and Futures Ordinance of Hong Kong.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties:** Each of the Company and the Controlling Shareholders jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of **Schedule 3** hereto, and each of the Controlling Shareholders hereby represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of **Schedule 3** hereto, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as of the date of this Agreement, and each of the Company and the Controlling Shareholders acknowledges that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties. Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

8.2 **Warranties repeated:** The Warranties are given on and as of the date of this Agreement with respect to the facts and circumstances subsisting as of 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 Applicable Time (as defined in the International Underwriting Agreement);
- 8.2.6 immediately prior to (i) the delivery by the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and/or the other Hong Kong Underwriters of duly completed applications to purchase or the procurement of applications to all or any of the Unsold Hong Kong Offer Shares and (ii) payment by the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);
- 8.2.7 the date on which the basis of allotment of the Hong Kong Offer Shares is announced;
- 8.2.8 8:00 a.m. on the Listing Date; and
- 8.2.9 immediately prior to commencement of dealings in the Offer Shares on the SEHK,

in each case with reference to the facts and circumstances then subsisting, provided that all Warranties shall remain true and accurate and not misleading as of each of the dates or times specified above without taking into consideration any amendment or supplement to the Public Offering Documents made or delivered under Clause 8.5 subsequent to the date of the registration of the Hong Kong Prospectus, or any approval by the Joint Sponsors and/or the Overall Coordinators, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the on-going nature of the Warranties.

- 8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to promptly notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties 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 factors likely to affect the Hong Kong Public Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any one of the Warrantors (as the case may be).
- 8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters not to, and shall procure that neither the Company nor any other member 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.

- 8.5 **Remedial action and announcements:** The Company and/or the Controlling Shareholders shall notify the Joint Sponsors and the Overall Coordinators promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to 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, the CSRC Filings or any of them; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in any of the Offering Documents, the CSRC Filings or any of them, 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 CSRC Filings or any significant new factor likely to affect the Hong Kong Public Offering or the Global Offering shall arise, and, in each of the cases described in clauses (i) through (iii) above, without prejudice to any other rights 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 or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be required by the Joint Sponsors and the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or any of them as the Joint Sponsors and the Overall Coordinators may require and supplying the Joint Sponsors and the Overall Coordinators 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 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-OCs', the Overall Coordinators', the Joint Global Coordinators', the CMI's', 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).

- 8.6 **Warrantors' knowledge:** A reference in this Clause 8 or in **Schedule 3** to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry and that such Warrantor (if an individual) or the directors of such Warrantor (if a legal entity) has/have used his/her/their best endeavors to ensure that all information given in the relevant Warranty is true, complete and accurate and not misleading or deceptive. Notwithstanding that any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market

Intermediaries and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

- 8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its personal representatives or its successors in title.
- 8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters) against any other person under the same or a similar liability.
- 8.9 **Consideration:** The Warrantors have entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.
- 8.10 **Full force:** For the purpose of this Clause 8:
- 8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and
- 8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.
- 8.9 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.
- 8.10 **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:** Except for the offer and sale of the Offer Shares pursuant to the Global Offering or otherwise in compliance with the Listing Rules, during the period commencing on the date of this Agreement and ending on, and including, the date that is six months after the Listing Date (the “**First Six-Month Period**”), the Company hereby undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters 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):

- 9.1.1 offer, allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in any Shares or other securities of the Company, as applicable, or any interest in any of the foregoing (including any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares) or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or
- 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 ownership (legal or beneficial) of any Shares or other securities of the Company, as applicable, or any interest in any of the foregoing (including any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any shares or other securities of such other member of the Group, as applicable); or
- 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 agree to or announce any intention to effect any transaction specified 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 Shares or other securities of the Company, as applicable, or in cash or otherwise (whether or not the issue of such Shares or other shares or securities or securities of the Company will be completed within the First Six-Month Period). 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 announces any intention to effect any such transaction, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in the securities of the Company. Each of the Controlling Shareholders undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries and the Hong Kong Underwriters to procure the Company to comply with the undertakings in this Clause 9.1.

9.2 **Maintenance of public float and sufficiency of free float:** Each of the Company and the Controlling Shareholders agrees and undertakes that:

- 9.2.1 it will not, and each of the Controlling Shareholders further undertakes to procure that the Company will not, effect any purchase of Shares, or agree to do so, which may reduce the holdings of 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
- 9.2.2 it will not, and each of the Controlling Shareholders further undertakes to procure that the Company will not, enter into any agreement, arrangement or transaction which shall cause or have the effect of causing the portion of the H Shares that are held by the public and that are available for trading and not subject to any disposal restrictions (whether under contract, the Listing Rules, applicable Laws or otherwise) on the Listing Date to fall below the prescribed level under Rules 8.08A and 19A.13C of the Listing Rules.

9.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholders hereby jointly and severally undertakes to each of the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters that, except pursuant to the Global Offering, without the prior written consent of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules and applicable Laws that he/she/it will not, at any time (i) during the First Six-Month Period, dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or encumbrances in respect of, any securities of the Company in respect of which he/she/it is shown in the Hong Kong Prospectus to be the beneficial owner(s), unless it is otherwise permitted under Rule 10.07 of the Listing Rules; (ii) during the Second Six-Month Period, enter into any of the transactions specified above if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or encumbrances, he/she/it would cease to be a Controlling Shareholder.

For the avoidance of doubt, the lock-up arrangements with the Controlling Shareholders referred to in this Clause 9.3 shall not prevent any of the Controlling Shareholders from (a) using the Shares or other securities of the Company (or any interest therein) beneficially owned by them respectively as security (including a charge or a pledge) in favour of an authorized institution (as defined in the Banking Ordinance) for a bona fide commercial loan; and (b) purchasing additional Shares or other securities of the Company or any interest therein or dispose of Shares or other securities of the Company (or any interest therein) which are purchased in the First Six-Month Period and the Second Six-Month Period, provided that such purchase does not contravene the compliance by the Company with the requirement of Rule 8.08 of the Listing Rules to maintain an open market in the securities and a sufficient public float in the Shares. The Company hereby undertakes to the Overall Coordinators, the Joint Sponsors and the Hong Kong Underwriters that upon receiving such information in writing from any of the Controlling Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules, notify the Stock Exchange and make a public disclosure in relation to such information by way of an announcement.

- 9.4 **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-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and each of them that it will, and each of the Controlling Shareholders shall (if applicable) and shall procure the Company to:

- 10.1 **Global Offering:** comply with the terms and conditions of the Global Offering and all applicable obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the Listing Rules and the CSRC Rules and all applicable requirements of the SEHK, the SFC, the CSRC or any Authority in respect of or by reason of the matters contemplated by this Agreement and otherwise in connection with the Global Offering, including:

- 10.1.1 doing all such things as are necessary to ensure that Admission is obtained and not cancelled or revoked;
- 10.1.2 obtaining all necessary Approvals and Filings and making all necessary filings (including the CSRC Filings) with the Registrar of Companies in Hong Kong, the SEHK, the SFC, the CSRC and other Authorities, as applicable;
- 10.1.3 making available on display on the website of the Company at <http://www.mabwell.com> and the website of the SEHK at www.hkexnews.hk the documents referred to in the section of the Hong Kong Prospectus headed “Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display” for the period stated therein;
- 10.1.4 as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 27 April 2026 (the date specified in the Hong Kong Prospectus for the despatch of share certificates), causing definitive share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applications or, as the case may be, procuring that the share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such HKSCC participant(s) as may be specified for such purpose by or on behalf of the relevant applicant;
- 10.1.5 procuring that 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, and the Receiving Banks Agreement, any agreement between the Company and the HK eIPO White Form Service Provider and 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;

- 10.1.6 procuring that none of the Directors and that the relevant Director to procure none of their respective associates (as defined in the Listing Rules) will himself/herself or themselves (or through a company controlled by him/her or them), apply to purchase Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;
- 10.1.7 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue, publish, distribute or otherwise make available directly or indirectly to the public any statement, announcement, press release, material, information or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters);
- 10.1.8 cooperating with and fully assisting, and procuring members of the Group, the Controlling Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist in a timely manner, each of the Joint Sponsors, the Overall Coordinators, the Underwriters and the CMIs, to facilitate their performance of their duties, as the case may be, as a Joint Sponsor, an Overall Coordinator, and/or a CMI and to meet their respective obligations and responsibilities under all applicable laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the CSRC Rules, the Code of Conduct and the Listing Rules;
- 10.1.9 giving every assistance, and procuring the members of the Group, Controlling Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to give every assistance to each of the Joint Sponsors, the Overall Coordinators, the Underwriters and the CMIs, to meet 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 21.3 and 21.4 thereof), the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix F1 thereto) and the CSRC Rules;
- 10.1.10 procuring that none of the Company, any member of the Group and/or the Controlling Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the 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;

- 10.1.11 procuring that no connected person (as defined in the Listing Rules) of the Company and that the relevant connected person to procure that none of their respective associates will itself (or through a company controlled by it), apply to purchase Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules or (if applicable) a waiver from compliance with the Listing Rules is duly granted, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any connected person, controlled company or nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- 10.1.12 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 in the placing tranche, if applicable;
- 10.1.13 from the date hereof until 5:00 p.m. on the date which is the thirtieth (30th) Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, subdivision or otherwise);
- 10.1.14 (A) using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Hong Kong Prospectus headed “Future Plans and Use of Proceeds”; and (B) not, directly or indirectly, using such proceeds, or lending, contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that 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 Hong Kong Underwriters) of any sanctions laws and regulations; and
- 10.1.15 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Sponsor-OCs (for themselves and on behalf of the Underwriters) and the Joint Sponsors for their review and prior written approval (such approval shall not be unreasonably withheld).
- 10.2 **Information:** provide to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters all such information known to the Company or which after due and careful enquiry ought to be known to the Company and whether relating to the Group or any of the Controlling Shareholders or otherwise as may be reasonably required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Capital Market Intermediaries in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including and for the avoidance of doubt, the requirements of the SEHK or of the SFC or of the CSRC or of any other relevant Authority);
- 10.3 **Receiving Banks, Nominees and H Share Registrar and HK eIPO White Form Service Provider:** procuring that each of the Receiving Banks, the Nominees, 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 and including the date on which all of the Conditions are fulfilled or waived in accordance with this Agreement, or the date which is the 30th day after the Listing Date, whichever is earlier, 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 on or prior to the Listing Date, enter into any commitment or arrangement which in the sole and absolute opinion of any of the Joint Sponsors or the Overall Coordinators has or will or may have an adverse effect on the Global Offering;
- 10.4.3 on or prior to the Listing Date, take any steps which, in the sole opinion of any of the Joint Sponsors or 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;
- 10.4.4 at any time after the date of this Agreement and up to and including the date which is the 30th day after the Listing Date, amend any of the terms of the appointments of the H Share Registrar, the Receiving Banks, the Nominees and the HK eIPO White Form Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators;
- 10.4.5 at any time after the date of this Agreement up to and including the Listing Date, if applicable, amend or agree to amend any constitutional document of the Company, including, without limitation, the Articles of Association and/or the by-laws (save as allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing, as described in the Hong Kong Prospectus, or requested by the SEHK or other Authorities which are entitled to exercise jurisdiction over the Company or pursuant to the requirements under the Listing Rules); or
- 10.4.6 without the prior written approval (such approval shall not be unreasonably withheld) of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), press release, material or information that would constitute an amendment in connection with the Global Offering, or make any amendment to any of the Offering Documents, or any amendment or supplement thereto;

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 Takeovers Code) for the Company becoming unconditional;

- 10.6 **Legal and regulatory compliance:** unless otherwise waived or exempted by the relevant Authorities, comply with all applicable Laws (including the rules, regulations, codes, requirements of the SEHK, the SFC, the CSRC and any other Authority) including:
- 10.6.1 submitting to the SEHK as soon as practicable before the commencing of dealings in the H Shares on the SEHK the declaration to be signed by a Director and the company secretary of the Company in the form set out in Form F (published in Regulatory Forms contained in the Listing Rules);
 - 10.6.2 procuring that the audited consolidated accounts of the Company for the financial year ending 31 December 2026 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;
 - 10.6.3 strictly complying with the planned application of the net proceeds from the Global Offering as described in the Hong Kong Prospectus under the section headed “Future Plans and Use of Proceeds” unless prior consent of the SEHK and the Joint Sponsors are obtained;
 - 10.6.4 complying with the Listing Rules, Part XIVA of the Securities and Futures Ordinance, the CSRC Rules or other requirements in connection with the announcement and dissemination to the public any information required by the SEHK, the SFC, the CSRC and any other Authority to be announced and disseminated to the public;
 - 10.6.5 complying with the all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “**Relevant Information**”); and (C) maintenance of confidentiality of any Relevant Information;
 - 10.6.6 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including the CSRC Rules), promptly notifying the CSRC or the relevant PRC Authority and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;
 - 10.6.7 providing to the Joint Sponsors and the Overall Coordinators (on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates (other than those required to be delivered by the Company to the Joint Sponsors and the Overall Coordinators as part of the Conditions Precedent Documents) which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and/or the Overall Coordinators may reasonably require;

- 10.6.8 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 procuring that the Directors uphold, comply and act in accordance with the provisions of the same;
- 10.6.9 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus, provided that it remains lawful to do so;
- paying all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC, United States, the Cayman Islands or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement
- 10.6.10 furnishing to its shareholders all the relevant reports, circulars and documents, including without limitation, its annual and interim reports, as may be required to be delivered to its shareholders by any applicable laws, rules and regulations, the SEHK, the SFC, the CSRC and any other relevant Authority in Hong Kong, the PRC or elsewhere;
- 10.6.11 complying with the Listing Rule requirement to document the rationale behind the Company’s decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
- 10.6.12 complying with and procure the Directors to comply with their obligations to assist the CMIs in accordance with Listing Rule 3A.46, including but not limited to keeping the CMIs informed of any material changes to information provided under Listing Rule 3A.46(1) as soon as it becomes known to the Company and its Directors;
- 10.6.13 notifying the Stock Exchange and providing the Stock Exchange with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Listing Rule 9.11;
- 10.6.14 keeping the Joint Sponsors and the Overall Coordinators informed of any material change to the information previously given to the Stock Exchange, the SFC and the CSRC under Clause 10.1.8, and to enable the Joint Sponsors and the Overall Coordinators to provide (or procuring their provision) to the Stock Exchange, the SFC and/or the CSRC, in a timely manner, such information as the Stock Exchange, the SFC or the CSRC may require;
- 10.6.15 providing to or procuring for the Overall Coordinators all necessary consents to the provision of the information referred to in Clauses 10.1.7, 10.1.8, 0 to 10.6.10 and 10.6.13 herein to them; and
- 10.6.16 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator.

- 10.7 **Internal control:** 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 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 **Compliance Advisor:** maintain the appointment of such compliance advisor and obtain advice from such compliance advisor in relation to its compliance with the Listing Rules and all other applicable laws, rules and regulations in such manner and for such period as set out in Chapter 3A of the Listing Rules;
- 10.9 **Significant changes:** promptly provide full particulars thereof to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) if, at any time up to or on the date falling twelve months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued, and, in connection therewith, further:
- 10.9.1 inform the SEHK and the SFC of such change or matter if so required by the Joint Sponsors, the Overall Coordinators, the Underwriters or the Capital Market Intermediaries;
 - 10.9.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the SEHK, the Joint Sponsors or the Overall Coordinators and in a form approved by the Joint Sponsors and the Overall Coordinators (such approval not to be unreasonably withheld or delayed), deliver such documentation through the Joint Sponsors to the SEHK for approval (unless otherwise directed by the SEHK) and publish such documentation in such manner as the SEHK or the Joint Sponsors or the Overall Coordinators may require;
 - 10.9.3 at its expense, make all necessary announcements on the websites of the SEHK and the Company and to the press to avoid a false market being created in the Offer Shares; and
 - 10.9.4 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 (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
- 10.10 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11 TERMINATION

11.1 **Termination events:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall be entitled by notice (in writing) to the Company to terminate this Agreement with immediate effect if prior to the time being 90 minutes before the trading of the H Shares first commences on the SEHK:

11.1.1 there shall develop, occur, exist or come into effect:

- (a) any event or a series of local, national, regional or international event(s) or circumstance(s) in the nature of force majeure (including any acts of government or order of any courts, declaration of a national, regional or international emergency or war, calamity, crisis, epidemic and pandemic (including, without limitation, Severe Acute Respiratory Syndrome (SARS), swine or avian flu, H5N1, H1N1, H7N9, Coronavirus Disease 2019 (COVID-19) and such related/mutated forms and the outbreak, escalation, mutation or aggravation of such diseases), or interruption or delay in transportation, outbreak, escalation, mutation or aggravation of disease, economic sanctions, labour disputes, strikes, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, 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)) in or directly or indirectly affecting Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof) or any other jurisdiction relevant to the Group (collectively, the “**Relevant Jurisdictions**”); or
- (b) any change, or any development involving a prospective change, or any event or series of events or circumstance resulting in or representing 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 conditions, exchange control or any monetary or trading settlement system (including conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets) in or directly or indirectly affecting any Relevant Jurisdictions; or
- (c) any moratorium, suspension or restriction (including any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the SEHK, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or
- (d) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Authority), the PRC, New York (imposed at Federal or New York State level or other competent Authority), London, the European Union (or any member thereof) or

any other Relevant Jurisdiction, or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in any Relevant Jurisdiction; or

- (e) any new Law, or any change or any development involving a prospective change or any event or circumstance resulting in a change or a development involving a prospective change in (or in the interpretation or application by any court or other competent Authority of) existing Laws, in each case, in or affecting any of the Relevant Jurisdictions; or
- (f) the imposition of sanctions or export control, in whatever form, directly or indirectly, under any sanction Laws or regulations, or the withdrawal of trading privileges which existed on the date of this Agreement in, Hong Kong, the PRC or any other Relevant Jurisdiction; or
- (g) a change or development involving a prospective change in or affecting Taxes or exchange control, currency exchange rates or foreign investment regulations (including a material devaluation of the Hong Kong dollar or the Renminbi against any foreign currencies and a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States), or the implementation of any exchange control, in any of the Relevant Jurisdictions; or
- (h) any litigation, dispute, legal action or claim, regulatory investigation or action of any third party being threatened or instigated against any member of the Group, any Director; or
- (i) other than with the prior written consent of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the issue or requirement to issue by the Company of any supplement or amendment to the Prospectus or other documents in connection with the contemplated offer and sale of the H Shares pursuant to the Companies Ordinance or the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or
- (j) a 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 or arising from any loss or damage sustained by that member of the Group (howsoever caused and whether or not the subject of any insurance or claim against any person); or
- (k) any change or development involving a prospective change in, or a materialization of, any of the risks set out in the section headed “Risk Factors” of the Hong Kong Prospectus; or
- (l) a contravention by any member of the Group of the Listing Rules or applicable Laws; or

- (m) non-compliance of the Hong Kong Prospectus, the CSRC Filings, or any other documents used in connection with the contemplated offer and sale of the Offer Shares, or any aspect of the Global Offering with the Listing Rules or any other applicable Laws.

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 have or may have a material adverse effect on the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Group as a whole; or (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; or (3) makes or will make or may make it inadvisable, inexpedient, impracticable or incapable for any part of this Agreement, or any part of the Hong Kong Public Offering or the Global Offering, or the delivery of the Offer Shares, to be performed or implemented or to proceed or to market the Global Offering in the manner contemplated by the Offering Documents; or (4) has, will have or may have the effect of making any part of this Agreement (including underwriting of the Hong Kong Public Offering and/or the Global Offering) impracticable or incapable of performance in accordance with its terms or preventing or delaying 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:

- (a) that any statement contained in any of the Offering Documents, the formal notice, the OC Announcement, the Offering Circular, and/or in any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) (collectively, the “**Offer Related Documents**”) was, when it was issued, or has become, untrue, inaccurate in any material respect or misleading, or that any forecast, estimate, expression of opinion, intention or expectation contained in any of the Offer Related Documents is not fair and honest made on reasonable grounds or, where appropriate, and based on reasonable assumptions with reference to the facts and circumstances then subsisting; or
- (b) that 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 (including any supplement or amendment thereto); or
- (c) any breach of any of the obligations imposed upon any party to this Agreement, the International Underwriting Agreement or the Cornerstone Agreements (other than upon any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global

Coordinators, the Hong Kong Underwriters or the International Underwriters); or

- (d) any event, act or omission which gives or is likely to give rise to any liability of any of the Company or Controlling Shareholders pursuant to the indemnities given by any of them under the Hong Kong Underwriting Agreement or the International Underwriting Agreement, as applicable; or
- (e) any Material Adverse Change; or
- (f) any breach of, or any event or circumstance rendering untrue, inaccurate, incorrect, incomplete or misleading in any respect, any of the representations, warranties and undertakings given by the Warrantors in this Agreement or the International Underwriting Agreement, as applicable; or
- (g) the approval of the Listing Committee of the SEHK of the listing of, and permission to deal in, and the H Shares to be issued or sold (including the additional H Shares which may be issued upon the exercise of the Overallotment Option) pursuant to the Global Offering is refused or not granted, other than subject to customary conditions, on or before the date of the Listing, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), or withheld; or
- (h) any person (other than the Joint Sponsors) has withdrawn its consent to the issue of the 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; or
- (i) the Company withdraws this Prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering; or
- (j) a material portion of the orders placed or confirmed in the bookbuilding process, or of the investment commitments made by any cornerstone investors under agreements signed with such cornerstone investors, have been withdrawn, terminated or cancelled; or
- (k) a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Shares (including the Option Shares) pursuant to the terms of the Global Offering; or
- (l) a Director of the Company vacating his or her office; or
- (m) any Director, Supervisor or member of senior management of the Company as 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 of a company or there is the commencement by any governmental, political or regulatory body of any action against any Director or any Supervisor in his or her capacity as such or an announcement by any governmental, political or regulatory body that it intends to take any such action; or

- (n) an Authority or a political body or organisation in any Relevant Jurisdiction (including, in particular, the CSRC and its local branches and representative offices) commencing any investigation or other action, or announcing an intention to investigate or take other action, against any member of the Group or any Director or Supervisor or a member of the Company's senior management as named in the Hong Kong Prospectus; or
- (o) any order or petition for the winding-up or liquidation of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group.

11.2 **Effect of termination:** Upon the termination of this Agreement pursuant to Clause 11.1 or Clause 2.4:

- 11.2.1 subject to Clause 11.2.2 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that Clauses 6.2, 6.3 and 12 to 17 and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination; and
- 11.2.2 the Company shall refund as soon as practicable all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Overall Coordinators pursuant to Clause 4.10 and/or by applicants under the Hong Kong Public Offering (in the latter case, the Company shall procure that the H Share Registrar and the Nominee despatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar Agreement and the Receiving Banks Agreement).

12 INDEMNITY

The rights of each Indemnified Party who is not a party to this Agreement under this Clause 12 are subject to Clause 17.15.

- 12.1 **Indemnity:** Each of the Warrantors (collectively, "**Indemnifying Parties**" and individually, an "**Indemnifying Party**") jointly and severally undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters, and each of the other Indemnified Parties, to indemnify, defend, 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 any investigation or inquiry by or before any Authority), demands, judgement, 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 all payments, costs (including 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 and any notices, announcements, advertisements, communications or other documents issued by or for or on behalf of the Company relating to or connected with the Global Offering, the roadshow materials and other investor communication materials, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Underwriters or any of them) (collectively, the “**Related Public Information**”); or
- 12.1.2 any of the Related Public Information containing any untrue or alleged untrue statement of a fact in any material respect, or omitting or being alleged to have omitted to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or not containing or being alleged not to contain all the information as investors 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 material in the context of the Global Offering whether required by Law or otherwise (except for the information relating to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners or the Underwriters, it being understood that such information consists only of the marketing and legal names, logos and addresses of the respective Indemnified Persons); or
- 12.1.3 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Underwriters or any of them), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or
- 12.1.4 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Related Public Information or the CSRC Filings being or alleged to be incomplete or inaccurate in any material respect or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a fact necessary in order to make it not misleading; or
- 12.1.5 any breach or alleged breach of the Laws of any country or territory resulting from the distribution of any of the Offering Documents, the CSRC Filings or any announcements, documents, materials, communications or information whatsoever made, given, released or issued arising out of, in

relation to or in connection with the Group or the Global Offering (whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMI, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Underwriters or any of them) and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents and this Agreement and the International Underwriting Agreement; or

- 12.1.6 the execution, delivery or performance of this Agreement by the Warrantors and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 12.1.7 any breach or alleged breach on the part of any of the Warrantors or any action or omission of any member of the Group or any of their respective directors, officers or employees resulting in a breach of any of the provisions of this Agreement or the Price Determination Agreement or the Articles of Association or the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 12.1.8 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 12.1.9 the execution, delivery and performance by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the Global Offering, provided that the indemnity in this Clause shall not apply to the extent where any such Proceeding made against, or any such Loss suffered by, such Indemnified Party has been finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have result solely and directly from the wilful default, fraud or gross negligence of such Indemnified Party. Such non-application shall not affect the application of such indemnity in respect of any other Indemnified Parties; or
- 12.1.10 any act or omission of any member of the Group or any of the Controlling Shareholders in relation to the Global Offering; or
- 12.1.11 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the CSRC Rules or any Law of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 12.1.12 any failure or alleged failure by the Company or any of the Controlling Shareholders, any of the Directors or employees of the Company or any Group Company to comply with their respective obligations under the Listing Rules, the applicable Laws, the CSRC Rules or the Articles of Association; or
- 12.1.13 any breach or alleged breach by any member of the Group or any director thereof or the Controlling Shareholders of applicable Laws; or

- 12.1.14 any breach by the Company or the Controlling Shareholders of the terms and conditions of the Hong Kong Public Offering; or
 - 12.1.15 any Proceeding in connection with the Global Offering by or before any Authority having commenced or been threatened or any settlement of any such Proceeding; or
 - 12.1.16 any other matter arising in connection with the Global Offering.
- 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 (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this Clause 12), 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 Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters 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 or any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.
- 12.3 **Notice of claims:** If any of the Warrantors becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 12.1, it shall promptly give notice thereof to the Joint Sponsors and the Overall Coordinators (for themselves and 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, promptly notify the Indemnifying Party in writing 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 such 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 (for themselves and 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 (for themselves and on behalf of any 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.
- 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 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 reasonably 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 judgement, in relation to any Proceeding 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 Loss it may recover from, or any Proceeding it may take against, any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Parties with respect to such settlement or compromise. 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, or compromise or consent judgement. 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 Parties herein shall be in addition to any liability which the Indemnifying Parties may otherwise have.

12.6 **Contribution:** If the indemnity under this this Clause 12 is unavailable or insufficient to hold harmless an Indemnified Party, then the Indemnifying Parties shall jointly and severally on demand contribute to the amount paid or payable by such Indemnified Party as a result of such Losses:

12.6.1 in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Parties on the one hand and the Indemnified Parties on the other hand from the International 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 Parties on the one hand and the Indemnified Parties on the other hand which resulted in the Losses as well as any other relevant equitable considerations.

12.7 **Arrangements with advisers:** If an Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party 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 Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any 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 thirty 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 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.
- 12.13 **Other rights of the Indemnified Parties:** The provisions of the indemnities under this Clause 12 are not affected by any other terms set out in this Agreement and do not restrict the right of the Indemnified Parties to claim damages on any other basis.

13 ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be made or dispatched by the Company or the Controlling Shareholders (or by any of their respective directors, supervisors, officers, employees 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 approval shall not be unreasonably withheld or delayed) except in the event and to the extent that any such announcement is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including the SEHK, the SFC, whether or not the requirement has the force of law, and to the extent permitted by applicable Laws and the relevant Authority, any such announcement so made by any of the parties shall be made only after the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.

- 13.2 **Full force:** Subject to Clause 13.1, for the avoidance of doubt, 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, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Capital Market Intermediaries still remain as sponsor or adviser to the Company, the termination of this Agreement.

14 CONFIDENTIALITY

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

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

14.2.1 required by applicable Laws;

14.2.2 required, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK, the SFC 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, auditors and internal auditors of such party;

14.2.5 the information has come into the public domain through no fault of such party under a duty of confidentiality;

14.2.6 required or requested by the Joint Sponsors, Sponsor-OCs, any Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Capital Market Intermediary or Hong Kong Underwriter or any of their respective affiliates for the purpose of the Global Offering;

14.2.7 required by the Company, Joint Sponsors, Sponsor-OCs, any Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Capital Market Intermediary or Hong Kong Underwriter or any of their respective affiliates 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 or otherwise to comply with its or their own regulatory obligations;

14.2.8 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)); or

14.2.9 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information,

provided that, in the case of Clauses 14.2.3 and 14.2.6, any such information disclosed shall be disclosed only after consultation with the other parties to the extent permitted by Laws.

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

15 NOTICES

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

15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and if so addressed, shall be deemed to have been duly given or made as follows:

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

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

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

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

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

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

15.3 **Details of contact:** The relevant address and facsimile number of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the **Company**, to : Building No. 3, 576 Libing Rd, Pudong, Shanghai, PRC

Facsimile : N/A
Email : datao.liu@mabwell.com
Attention : LIU Datao (劉大濤)

If to **CITIC**, to : 18/F, One Pacific Place, 88 Queensway, Hong Kong

Facsimile : 852-2868-0189
Email : project531@cls.com
Attention : CITIC team

If to **Haitong Capital**, to : Suites 3001-3006 and 3015-3016, One International Finance Centre, No.1 Harbour View Street, Central, Hong Kong

:
Facsimile : N/A
Email : project.531@htisec.com
Attention : Haitong Capital team

If to **CLSA**, to : 18/F, One Pacific Place, 88 Queensway, Hong Kong

Facsimile : 852-2868-0189
Email : project531@cls.com
Attention : CLSA team

If to **Haitong Securities**, to : Suites 3001-3006 and 3015-3016, One International Finance Centre, No.1 Harbour View Street, Central, Hong Kong

:
Facsimile : N/A
Email : project.531@htisec.com
Attention : Haitong Securities team

If to **CMB**, to : 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong

Facsimile : 852-3761-8788
Email : project531@cmbi.com.hk
Attention : CMB team

If to **CISIC**, to : 32/F, Infinitus Plaza, 199 Des Voeux Road Central, Sheung Wan, Hong Kong

Facsimile : 852 3691 8008
Email : ecm_ib@xyzq.com.hk

Attention : CISIC team

If to any of the Controlling Shareholders, to the address, email and fax number of such Controlling Shareholder, and for the attention of the person, specified under the name of such Controlling Shareholder in **Schedule 1**.

If to any of the Hong Kong Underwriters, to the address and fax number of such Hong Kong Underwriter, and for the attention of the person, specified under 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, email or facsimile number 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 Dispute (as defined in Clause 16.2) 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 or claim arising out of or relating to this Agreement or its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability (including non-contractual disputes or claims, and disputes or claims against each party's affiliates) ("**Dispute**") shall be referred to arbitration and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the Hong Kong International Arbitration Centre Administered Arbitration Rules (the "**Rules**") in force when the Notice of Arbitration is submitted in accordance with the Rules, 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 laws of Hong Kong. The arbitral award shall be final and binding upon all parties to the arbitration. 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. Notwithstanding the above, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters shall also have the sole right:

- 16.2.1 to commence proceedings or pursue a claim in any court of competent jurisdiction for injunctive relief in relation to any dispute arising out of or in connection with this Agreement; or

16.2.2 in circumstances in which they become or are joined as a defendant or third party in any proceedings, to pursue claims against the Company, its Affiliates and/or the Controlling Shareholders in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise).

Once a dispute is referred to arbitration or court proceedings are commenced, the other party or parties to the arbitration or court proceedings shall irrevocably submit to, respectively, the arbitration or the jurisdiction of the court in which such proceedings have been commenced.

16.3 **Submission to jurisdiction:** Subject to Clause 16.2, the taking of proceedings in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of that jurisdiction.

16.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of Clause 16 and any claim of forum non conveniens and further irrevocably agrees that any judgment or order in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

16.5 **Service of documents:** Without prejudice to the provisions of Clause 16.6, each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered to its address referred to in Clause 15.3 and marked for the attention of the person referred to in that Clause or to such other person or address in Hong Kong as may be notified by the party (as the case may be) to the other parties hereto pursuant to the provisions of Clause 15.3 or Clause 15.4. These documents may, however, be served in any other manner allowed by Law.

16.6 **Process agent:** Each of the Controlling Shareholders irrevocably appoint the Company, as their authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Controlling Shareholders 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 any such appointer. If for any reason such agent shall cease to be agent for the service of process for each of the Controlling Shareholders, each of the Controlling Shareholders shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment within 14 days, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Controlling Shareholders. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.

Where proceedings are taken against the Company or the Controlling Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Controlling Shareholders 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 or the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company or the Controlling Shareholders.

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

17 GENERAL PROVISIONS

- 17.1 **Time:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.

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

17.3 **Assignment:**

- 17.3.1 This Agreement shall be binding on, and enure for the benefit of, the parties hereto and their respective successors, personal representative and permitted assigns.

- 17.3.2 Each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters may assign, in whole or in part, the benefits of, or interest or right under Agreement, including 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, Sponsor-OCs, Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Capital Market Intermediaries and Hong Kong Underwriters, as applicable. Save as aforementioned, no party to this Agreement, nor any Indemnified Person who is not a party to this Agreement, may assign or transfer all or any part of any benefit of or rights in, this Agreement. Obligations under this Agreement shall not be assignable.

- 17.4 **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,

each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by Laws or otherwise). Any waiver of a breach of this Agreement will not constitute a waiver of any subsequent breach.
- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 17.7 **Entire agreement:** This Agreement (and in the case of the Joint Sponsors and Sponsor-OCs, also together with the Sponsor-OCs Engagement Letters only in its respective capacity as a Joint Sponsor and a Sponsor-OC; in the case of the CMIs, also together with the CMI Engagement Letters between the Company and each of the CMIs only in their respective capacity as a CMI) constitutes the entire agreement between the Company, the Controlling Shareholders, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes (other than the Sponsor-OCs Engagement Letters and the CMI Engagement Letters, respectively) 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. If any terms herein are inconsistent with that of the Sponsor-OCs Engagement Letters and/or the CMI Engagement Letters, the terms in this Agreement shall prevail.
- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.

- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery. In relation to each counterpart, upon confirmation by or on behalf of a party that such party authorises the attachment of its counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 17.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.
- 17.11 **Taxation:** All payments, including reimbursements pursuant to Clause 6, to be made by the Company or the Controlling Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes unless required by applicable Law. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company or the Controlling Shareholders, as the case may be, will pay such additional amount together with the relevant payment as will ensure that the aggregate of the sums received shall, after all deductions or withholdings from such sums have been made, leave the relevant Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter, as applicable, with the same amount as they would have been entitled to receive in the absence of any such deductions or withholdings. If a Joint Sponsor, a Sponsor-OC, an Overall Coordinator, a Joint Global Coordinator, a Joint Bookrunner, a Joint Lead Manager, a Capital Market Intermediary or a Hong Kong Underwriter is required to pay any Taxes as a result of executing, delivering or performing its obligations under, or receiving payment under this Agreement, the Company or the Controlling Shareholders, as the case may be, will pay an additional amount to such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter so that, after deducting all Taxes payable by such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter, each such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter receives the same amount as it would have been entitled to receive in the absence of any such Taxes and will further, if requested by such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter, use commercially reasonable efforts to give such assistance as such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter may require.

Underwriter may reasonably request to assist such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter 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, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter may reasonably request, promptly making available to such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter notices received from any Authority and, subject to the receipt of funds from such Joint Sponsors, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter, by making payment of such funds on behalf of such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter to the relevant Authority in settlement of such Taxes.

- 17.12 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each Hong Kong Underwriter (other than the Overall Coordinators) hereby authorises the Overall Coordinators to act on behalf of all the Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Hong Kong Underwriters or any of them under this Agreement and authorises the Overall Coordinators in relation thereto to take all actions it may consider desirable and necessary to give effect to the transactions contemplated herein.
- 17.13 **Officer's Certificates:** Any certificate signed by any officer of the Company and delivered to any Joint Sponsor, any Overall Coordinator 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 Sponsor, each Overall Coordinator, Capital Intermediary or Underwriter. Any certificate signed by Mr. Tang Chunshan, Ms. Chen Shanna or any officer of the Controlling Shareholders and delivered to any Joint Sponsor, the Overall Coordinator or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by that Controlling Shareholder, as to matters covered thereby, to each Joint Sponsor, each Overall Coordinator, Capital Market Intermediary or Underwriter.
- 17.14 **No right of contribution:** Each of the Controlling Shareholders hereby irrevocably and unconditionally:
- 17.14.1 waives any right of contribution or recovery or any claim, demand or action he/she/it may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against him/her/it, or any loss or damage or liability suffered or incurred by him/her/it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of him/her/it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;
- 17.14.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to him/her/it whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and

- 17.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters and other Indemnified Parties against it under this Agreement) not to make any claim against any director, supervisor, officer or employee of the Company or of any other member of the Group on whom he/she/it may have relied on before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.
- 17.15 **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:
- 17.15.1 Notwithstanding Clauses 3.14 and 12 of this Agreement, this Agreement may be rescinded, varied or terminated without the consent of and without reference to persons entitled to enforce the terms of this Agreement by virtue of the Contracts (Rights of Third Parties) Ordinance and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries and the Hong Kong Underwriters will have no responsibility under or as a result of this Agreement to any Indemnified Person who is not a party to this Agreement.
- 17.15.2 Save as provided in Clause 17.15.3 of this Agreement, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Ordinance by a person who is not a party to this Agreement.
- 17.15.3 Each Indemnified Party who is not a party to this Agreement shall have the right under the Contracts (Right of Third Parties) Ordinance (which shall apply to this Agreement only to the extent provided in this Clause 17.15) to enforce its rights against the Warrantors under Clause 12 and to enforce Clause 3.14, provided that, save to the extent notified in writing to the relevant Indemnified Party, the relevant Joint Sponsor, the relevant Overall Coordinator or the relevant Hong Kong Underwriter (without obligation and without requiring the consent of or consultation with any Indemnified Parties) will have the sole conduct of any action to enforce such rights on behalf of an Indemnified Party connected with it (including any decision as to commencement or compromise of such proceedings) but will not owe any duty or have any liability to any of the Indemnified Parties in relation to such conduct.
- 17.15.4 Save as provided in this Clause 17.15, Indemnified Parties other than the Joint Sponsors, the Overall Coordinators or the Hong Kong Underwriters will not be entitled directly to enforce their rights against the Company or the Warrantors under this Agreement under the Contracts (Rights of Third Parties) Ordinance.
- 17.16 **Further Assurance:** The Company and the Controlling Shareholders shall from time to time, on being required to do so by the Joint Sponsors or the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Joint Sponsors or the Overall Coordinators may require to give full effect to this Agreement and do their best to secure to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital

Market Intermediaries, the Hong Kong Underwriters, or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

- 17.17 **Survival:** The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.
- 17.18 **Professional Investors:** Each of the Controlling Shareholders and the Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “**you**” or “**your**” shall mean each of the Company and the Controlling Shareholders, and “**we**” or “**us**” or “**our**” shall mean the Overall Coordinators (on behalf of the Underwriters).

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

SIGNED by LIU DATAO duly
authorised for and on behalf of
MABWELL (SHANGHAI) BIOSCIENCE CO., LTD.)
(邁威（上海）生物科技股份有限公司)

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SIGNED by TANG CHUNSHAN (唐春山)

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唐春山

SIGNED by CHEN SHANNA (陈珊娜)

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SIGNED by TANG CHUNSHAN (唐春山)
duly authorised for and on behalf of
LANGRUN (SHENZHEN) EQUITY
INVESTMENT FUND ENTERPRISE
(LIMITED PARTNERSHIP)
(朗润(深圳)股权投资基金企业(有限合伙))

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唐春山

SIGNED by TANG CHUNSHAN (唐春山))
duly authorised for and on behalf of)
NINGBO MEISHAN FREE TRADE PORT)
ZHONGJUN JIANLONG INVESTMENT)
PARTNERSHIP (LIMITED PARTNERSHIP))
(宁波梅山保税港区中骏建隆投资合伙企业 (有限合伙))

唐春山

SIGNED by TANG CHUNSHAN (唐春山))
duly authorised for and on behalf of)
NINGBO MEISHAN FREE TRADE PORT)
ZHENZHU INVESTMENT MANAGEMENT)
PARTNERSHIP (LIMITED PARTNERSHIP))
(宁波梅山保税港区真珠投资管理合伙企业 (有限合伙)))

唐春山

SIGNED by TANG CHUNSHAN (唐春山)
duly authorised for and on behalf of
SHENZHEN LANGRUN INVESTMENT
CONSULTANCY MANAGEMENT CO., LTD.
(深圳市朗润投资咨询管理有限公司)

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唐春山

SIGNED by
Gary Wang, Associate Director
for and on behalf of
CITIC Securities (Hong Kong) Limited

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SIGNED by
Ronny Chan, Managing Director
for and on behalf of
Haitong International Capital Limited

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SIGNED by
Gary Wang, Associate Director
for and on behalf of
CLSA LIMITED

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SIGNED by
Heung Li, Managing Director
for and on behalf of
CLSA LIMITED

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SIGNED by
Kenneth Ho, Managing Director
for and on behalf of
Haitong International Securities
Company Limited

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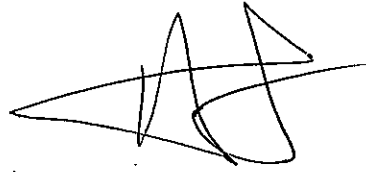
SIGNED by
Gary Wang, Associate Director
for and on behalf of
CLSA LIMITED
as attorney for and on behalf of
China Industrial Securities International
Capital Limited

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SIGNED by
Heung Li, Managing Director
for and on behalf of
CLSA LIMITED
as attorney for and on behalf of
China Industrial Securities International
Capital Limited

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SIGNED by
Kenneth Ho, Managing Director
for and on behalf of
Haitong International Securities
Company Limited
as attorney for and on behalf of
China Industrial Securities
International Capital Limited

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SIGNED by
Heung Li, Managing Director
for and on behalf of
CLSA LIMITED
as attorney for and on behalf of
CMB International Capital Limited

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SIGNED by
Kenneth Ho, Managing Director
for and on behalf of
Haitong International Securities
Company Limited
as attorney for and on behalf of
CMB International Capital Limited

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A handwritten signature in black ink, appearing to be 'KH' or similar, written over the closing parentheses of the signature block.

SIGNED by
Gary Wang, Associate Director
for and on behalf of
CLSA LIMITED
as attorney for and on behalf of each of the other
HONG KONG UNDERWRITERS
(as defined herein)

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SIGNED by
Heung Li, Managing Director
for and on behalf of
CLSA LIMITED
as attorney for and on behalf of each of the other
HONG KONG UNDERWRITERS
(as defined herein)

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

SIGNED by
Kenneth Ho, Managing Director
for and on behalf of
Haitong International Securities
Company Limited
as attorney for and on behalf of each of the
other **HONG KONG UNDERWRITERS**
(as defined herein)

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SCHEDULE 1
THE CONTROLLING SHAREHOLDERS

Controlling Shareholder	Address	Email
TANG Chunshan	Unit 19, 7/F, One Island South, 2 Heung Yip Road, Wong Chuk Hang, Southern District, Hong Kong	TONGSAM090@GMAIL.COM
CHEN Shanna	Unit 19, 7/F, One Island South, 2 Heung Yip Road, Wong Chuk Hang, Southern District, Hong Kong	sandycsn93@gmail.com
Langrun (Shenzhen) Equity Investment Fund Enterprise (Limited Partnership) 朗润（深圳）股 权投资基金企业 （有限合伙）	Unit 19, 7/F, One Island South, 2 Heung Yip Road, Wong Chuk Hang, Southern District, Hong Kong	TONGSAM090@GMAIL.COM
Ningbo Meishan Free Trade Port Zhongjun Jianlong Investment Partnership (Limited Partnership) 宁波梅山保税港 区中骏建隆投资 合伙企业（有限 合伙）	Unit 19, 7/F, One Island South, 2 Heung Yip Road, Wong Chuk Hang, Southern District, Hong Kong	TONGSAM090@GMAIL.COM
Ningbo Meishan Free Trade Port Zhenzhu Investment Management Partnership (Limited Partnership) 宁波梅山保税港 区真珠投资管理	Unit 19, 7/F, One Island South, 2 Heung Yip Road, Wong Chuk Hang, Southern District, Hong Kong	TONGSAM090@GMAIL.COM

合伙企业（有限
合伙）

Shenzhen Langrun
Investment
Consultancy
Management Co.,
Ltd.
深圳市朗润投资
咨询管理有限公
司

Unit 19, 7/F, One Island South,
2 Heung Yip Road, Wong Chuk
Hang,
Southern District, Hong Kong

TONGSAM090@GMAIL.COM

SCHEDULE 2
THE HONG KONG UNDERWRITERS

<u>Hong Kong Underwriters</u>	<u>Maximum number of Hong Kong Offer Shares to be underwritten</u>	<u>Percentage to be underwritten</u>
CLSA LIMITED 18/F, One Pacific Place, 88 Queensway, Hong Kong	See below	See below
Haitong International Securities Company Limited 22/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Central, Hong Kong	See below	See below
China Industrial Securities International Capital Limited 32/F, Infinitus Plaza, 199 Des Voeux Road Central, Sheung Wan, Hong Kong	See below	See below
CMB International Capital Limited 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong	See below	See below
CCB International Capital Limited 12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong	See below	See below
Guosen Securities (HK) Brokerage Company, Limited Suites 3207-3212 on Level 32, One Pacific Place, 88 Queensway, Hong Kong	See below	See below
Futu Securities International (Hong Kong) Limited 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong	See below	See below
ABCI Capital Limited 10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong	See below	See below
ABCI Securities Company Limited 10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong	See below	See below
Bowlea Securities Limited Suite 1704, 17/F, The L.Plaza, 367-375 Queen's Road Central, Central, Hong Kong	See below	See below

Total	4,713,200	100%

The maximum number of Hong Kong Offer Shares to be underwritten by each of the Hong Kong Underwriters shall be determined in the manner set out below:

$$A = (B/C) \times 4,713,200$$

Where:

“A” is the maximum number of the Hong Kong Offer Shares to be underwritten by the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded to the nearest whole number of a Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 4,713,200, and (iii) the number to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters.

“B” is the respective number of the International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement. For the avoidance of doubt, B is deemed to be zero if neither the relevant Hong Kong Underwriter nor any of its affiliates is an International Underwriter (as defined in the International Underwriting Agreement); and

“C” is the aggregate number of the International Offer Shares (as defined in the International Underwriting Agreement) which all the International Underwriters (as defined in the International Underwriting Agreement) and their respective affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 3 THE WARRANTIES

Part A

Representations and warranties of the Company and the Controlling Shareholders

Each of the Company and the Controlling Shareholders, jointly and severally, 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 of Information

- 1.1 each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular does not and will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; All information in the PHIP is complete, true and accurate in all material respects and not misleading at the time when it was made.
- 1.2 all expressions of opinion or intention, forward-looking statements, forecasts and estimates (including the statements regarding the sufficiency of working capital, use of proceeds, estimated capital expenditures, projected cash flows and working capital, future plans, use of proceeds, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation and intellectual property) in each of the Hong Kong Prospectus and the Formal Notice, the Preliminary Offering Circular and the CSRC Filings (A) have been made after due, careful and proper consideration, (B) are and remain based on grounds and assumptions referred to in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular or otherwise based on reasonable grounds and assumptions, (C) are fairly and honestly made based on reasonable grounds, and continue to represent reasonable and fair expectations honestly held by the Company and the Directors, and (D) there are and will be no other facts known or which could, upon reasonable inquiry, have been known to the Company, any other member of the Group and/or the Controlling Shareholders, and/or any of their respective directors the omission of which would make any such statement or expression misleading;
- 1.3 each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular contains and will contain (A) all information and particulars required to comply with the Companies Ordinance and the Companies (Winding Up and Miscellaneous Provisions) Ordinance (as well as the Listing Rules and all other rules and regulations of the SEHK) and all applicable Laws, so far as applicable to any of the foregoing, the Global Offering or the listing of the H Shares on the SEHK, and (B) all such information as investors and their professional advisors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the business, condition (financial or other), assets and liabilities, financial position, profits and losses and prospects of the Company and the Subsidiaries, taken as a whole, and the rights attaching to the H Shares;
- 1.4 all public notices, announcements and advertisements in connection with the Global Offering (including the Formal Notice and the PHIP) and all filings and submissions in connection with the Global Offering provided by or on behalf of the Company, the Subsidiaries, the Controlling Shareholders, and any of their respective directors, officers, employees, affiliates (as defined in Rule 501(b) under the Securities Act, “**Affiliates**”) or agents, to the SEHK, the SFC, the CSRC and any other relevant Authority have complied with all Laws to the extent applicable;
- 1.5 other than the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, the Company and its agents and representatives (other than the Underwriters in their capacity as such) (A) have not, without the prior written consent

of the Overall Coordinators, prepared, made, used, authorised, approved or referred to any Supplemental Offering Material, and (B) will not, without the prior written consent of the Overall Coordinators, prepare, make, use, authorise, approve or refer to any Supplemental Offering Material (as used herein, “**Supplemental Offering Material**” means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares, including, without limitation, any Investor Presentation Materials relating to the Offer Shares that constitutes such written communication);

- 1.6 each of the Application Proof and the PHIP is in compliance with and has included appropriate warning and disclaimer statements for publication as required in Chapter 6.4 of the Guide for New Listing Applicants (as amended and updated from time to time);
- 1.7 each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect;
- 1.8 the statements set forth in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular (A) under the captions “Capitalization”, “Share Capital” and “Appendix III – Summary of Articles of Association”, insofar as they purport to constitute a summary of the terms of the Offer Shares, (B) under the captions “Plan of Distribution”, “Structure of the Global Offering” and “Underwriting”, insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement, (C) under the captions “Regulatory Overview” and “Appendix III – Summary of Articles of Association”, insofar as they purport to describe the provisions of Laws affecting or with respect to the business of the Company or any Subsidiary, (D) under the captions “Taxation”, and “Appendix IV - Statutory and General Information”, insofar as they purport to describe the provisions of Laws and the documents referred to therein, (E) under the captions “Summary”, “History, Development and Corporate Structure”, “Business” and “Financial Information”, insofar as they purport to describe the contracts, agreements and memoranda of understanding to which any member of the Group is a party, (F) under the captions “History, Development and Corporate Structure” and “Appendix IV - Statutory and General Information” insofar as they purport to describe the events, transactions, documents of the history of the Group, the Approvals and Filings and the licenses, consents, franchises, permits, authorisations, approvals, certificates, clearances, qualifications, orders and other concessions of and from, and all registrations, declarations, notifications and filings, of or with any Authority having jurisdiction over the Company, any Subsidiary, or any of their respective properties (the “**Governmental Authorisations**”), the independence of parties with whom the Group has entered transactions with as mentioned in those captions, documents and Governmental Authorisations related to such transactions, and are true, complete and accurate in all material respect and is not misleading, and constitute fair and accurate summaries of the matters described therein;

- 1.9 all information supplied or disclosed in writing or orally (and any new or additional information serving to update or amend such information) by or on behalf of the Company, the Subsidiaries, the Controlling Shareholders or their respective directors, supervisors, officers, employees or agents to the SEHK, the SFC, the CSRC, any applicable Authority, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the International Underwriters, the Hong Kong Underwriters, the Capital Market Intermediaries, the reporting accountants, the internal control consultant and legal and other professional advisers to the Company and the Underwriters for the purposes of the Global Offering or the listing of the H Shares on the SEHK (including the answers and documents contained in or referred to in the Verification Notes), the information, answers and documents used as the basis of information contained in each of the Hong Kong Prospectus and the Formal Notice, the Preliminary Offering Circular and the CSRC Filings or provided for or in the course of due diligence or the discharge by the Joint Sponsors (as joint sponsors to the Company's application for the listing of the H Shares on the SEHK) of their obligations as the Joint Sponsors to the listing of the Company, 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, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the SEHK, the SFC or the CSRC) and the information contained in the Investor Presentation Materials was so disclosed or made available in full and in good faith and was when given and, except as subsequently disclosed in each of the Hong Kong Prospectus and the Formal Notice, the Preliminary Offering Circular, the Hong Kong Prospectus and the Formal Notice and the CSRC Filings, or otherwise notified to the SEHK and/or the SFC and/or the CSRC, as applicable, remains true, complete and accurate and not misleading; there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading;
2. **Accounts and other financial information**
- 2.1 none of the Company and the Subsidiaries has sustained since the date of the latest audited consolidated financial statements included in each of the Preliminary Offering Circular and the Hong Kong Prospectus and the Formal Notice (the "**Latest Audited Balance Sheet Date**") any loss or interference with its business from fire, explosion, flood, windstorm, earthquake or other calamity, whether or not covered by insurance, or from any labour dispute or court or governmental action, order or decree, other than as set forth or contemplated in each of the Preliminary Offering Circular and the Hong Kong Prospectus and the Formal Notice, except for any loss or interference that would not, individually or in the aggregate, have a material adverse effect or result in any development involving a prospective material adverse effect, on the general affairs, management, prospects, shareholders' equity, results of operations or position, financial or otherwise, or performance of the Company and the Subsidiaries, taken as a whole ("**Material Adverse Effect**"); and since the Latest Audited Balance Sheet Date, there has not been, (A) any change in share capital, decreases in total assets, cash and bank balance or right-of-use assets or increases in total liabilities, lease liabilities or interest-bearing bank borrowings of the Group compared with amounts shown in the Group's latest audited consolidated balance sheet included in each of the Preliminary Offering Circular and the Hong Kong Prospectus and the Formal Notice or (B) any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, management, business, prospects, shareholders' equity, results of operations or position, financial or otherwise, of the Company and the Subsidiaries, taken as a whole;

- 2.2 since the Latest Audited Balance Sheet Date, none of the Company and the Subsidiaries has (A) entered into or assumed any contract, transaction or commitment, which is material to the Company and the Subsidiaries, taken as a whole, (B) incurred, assumed or acquired any liability (including actual or contingent liability, and any off-balance sheet obligations) or other obligation, which is material to the Company and the Subsidiaries, taken as a whole, (C) incurred any Encumbrance on any asset, or any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Company and the Subsidiaries and Tax liens with respect to Taxes not yet due and statutory rights of customers in inventory and other assets, which is material to the Company and Subsidiaries, taken as a whole, (D) acquired or disposed of or agreed to acquire or dispose of any business or asset, which is material to the Company and the Subsidiaries, taken as a whole, (E) had any lapse of any Intellectual Property (as defined below) of the Company or any Subsidiary, any license thereof, or any Intellectual Property application by the Company or any Subsidiary, which is material to the Company and the Subsidiaries, taken as a whole, or (F) entered into a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (E) above;
- 2.3 since the Latest Audited Balance Sheet Date, none of the Company and the Subsidiaries has (A) purchased or reduced or otherwise changed, or agreed to purchase, reduce, or otherwise change, any of its share capital (or, as the case may be, its registered capital), or declared, paid or otherwise made any dividend or distribution of any kind on its share capital (or, as the case may be, its registered capital); (B) acquired, sold, transferred or otherwise disposed of any material assets of whatsoever nature; or (C) cancelled or waived or released or discounted in whole or in part any debts or claims, except in each case in the ordinary course of business; or (D) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (C) above;
- 2.4 since the Latest Audited Balance Sheet Date, each of the Company and the Subsidiaries (A) has carried on and will carry on business in the ordinary and usual course of business 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 contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature, (B) has continued to pay its creditors in the ordinary course of business and on arms-length terms, and (C) has not encountered any failure by its customers to settle amounts owed and due to it on a timely basis, except as would not, individually or in the aggregate, have a Material Adverse Effect; and, since the Latest Audited Balance Sheet Date, there has not been any material change or any development involving a prospective material change in or any development involving a prospective material change the relations of the business of each of the Company and the Subsidiaries (as described in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular) with its customers or suppliers;
- 2.5 (A) the consolidated historical financial statements (and the notes thereto) of the Company and the Subsidiaries included in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular as of the dates indicated present accurately and fairly the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders' equity of the Company and its Subsidiaries as of the dates and for the periods indicated, and have been prepared in conformity with the Hong Kong Financial Reporting Standards ("HKFRS") issued by the Hong Kong Institute of Certified Public Accountants and the accounting policies of the Company applied on a consistent basis throughout the periods involved; the selected financial data set forth under the captions

“Summary—Summary of Historical Financial Information”, “Summary—Recent Development” and “Financial Information” in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular accurately and fairly present, on the basis stated in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, the information included therein; (B) such consolidated historical financial statements make due provision for any bad or doubtful debts and make appropriate provision for (or contain a note in accordance with good accounting practice respecting) deferred or contingent liabilities, whether liquidated or unliquidated at the date thereof; (C) the profits and losses shown on such consolidated historical financial statements and selected financial data and the trend of profits and losses thereby shown have not been affected by any unusual or exceptional item or by any other matter which has rendered such profits or losses unusually high or low; (D) the summary and selected financial data (including any financial ratios) included in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular are derived from the accounting records of the Company and the Subsidiaries, and present accurately and fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements included therein; (E) the unaudited pro forma adjusted net tangible assets (and the notes thereto) (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular have been prepared in accordance with the applicable requirements of the Listing Rules, the assumptions used in the preparation of such unaudited pro forma adjusted net tangible assets (and the notes thereto) (and other pro forma financial statements, information and data, if any) 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 pro forma net tangible assets (and the notes thereto) (and other pro forma financial statements, information and data, if any); (F) the depreciation of fixed assets has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Company; (G) except as disclosed in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Company or the Subsidiaries are required by any Listing Rules and/or any applicable Laws to be included in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular; (H) none of the Company and the Subsidiaries has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations), not described in any of the Hong Kong Prospectus and the Formal Notice or the Preliminary Offering Circular; and (I) there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular;

- 2.6 the memorandum of the Board on profit forecast for the year ending 31 December 2026 and on working capital forecast for the 17 months ending 30 June 2027 (the “**Profit Forecast Memorandum**”) has been approved by the Directors and reviewed by the Reporting Accountants, has been prepared after due and careful inquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading, (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and

- (C) 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 such memorandum;
- 2.7 (A) the prospective information (i) included in the Profit Forecast Memorandum and (ii) included in the planned capital expenditures and projected working capital as set forth in the section of each of the Hong Kong Prospectus and the Formal Notice or the Preliminary Offering Circular headed “Financial Information – Liquidity and Capital Resources” (collectively, the “**Prospective Financial Information**”), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the best of the Company’s knowledge after due and careful inquiry and the bases and assumptions stated in the Profit Forecast Memorandum and Hong Kong Prospectus and the Formal Notice or the Preliminary Offering Circular, and in accordance with the Company’s accounting policies described in each of the Hong Kong Prospectus and the Formal Notice or the Preliminary Offering Circular consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in forecasting the consolidated profit attributable to the Shareholders for the year ending 31 December 2026 and estimating the capital expenditures and the projected working capital of the Company for the 17 months ending 30 June 2027, as applicable, and (ii) reflect, for each relevant period, a fair and reasonable forecast or estimate by the Company of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a fair and reasonable forecast by the Company of the consolidated profit attributable to the Shareholders of the Company for the year ending 31 December 2026 and fair and reasonable estimates by the Company of the estimated capital expenditures and the projected working capital of the Company for the 17 months ending 30 June 2027, as applicable;
- 2.8 after taking into account the net proceeds from the Global Offering, the Group has available sufficient working capital to cover at least 125% of the Group’s cost for at least 12 months from the date of publication of the Hong Kong Prospectus and the Formal Notice in accordance with Rule 18A.03 of the Listing Rules;
- 2.9 the Reporting Accountants, who has reported on the financial information of the Company as set out in the accountants’ report in Appendix I to the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular (the “**Accountants’ Reports**”), is an independent public accountant with respect to the Company under the Code of Ethics for Professional Accountants section 290 “Independence—Audit and Review Engagements” issued by the Hong Kong Institute of Certified Public Accountants and the rules and regulations thereunder;
- 2.10 the Company has given to the Reporting Accountants all information that was reasonably requested by the Reporting Accountants and no information was withheld from the Reporting Accountants for the purposes of their preparation of (A) the Accountants’ Reports contained in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, (B) the comfort letters to be issued by the Reporting Accountants; and all information given to the Reporting Accountants for such purposes was given in good faith after due and careful consideration and there is no other information which has not been provided the result of which would make the information so received misleading; and the factual contents of the reports or letters of the Reporting Accountants are and will remain true and accurate (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is true and accurate) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports or letters misleading in any respect, and the opinions

attributed to the Directors in such reports or letters are held in good faith based upon facts within their knowledge; none of the Company and the Directors disagree with the reports or letters prepared by the Reporting Accountants;

- 2.11 no material information was withheld from the Reporting Accountants or the Hong Kong Underwriters, the International Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Joint Sponsors for the purposes of their review of the unaudited pro forma financial information and all other pro forma consolidated financial statements, information or data, if any, of the Company and the Subsidiaries included in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular or their review of the Company's profit forecast and cash flow projections, unaudited pro forma financial information, estimated capital expenditures and financial reporting procedures;
- 2.12 the unaudited consolidated management financial information of the Company and the Subsidiaries as of 28 February 2026 and for the period from 1 January 2026 to 28 February 2026 and other accounting records of the Company and the Subsidiaries (A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Company and HKFRS, all the transactions entered into by the Company or any of the Subsidiaries or to which the Company or any of the Subsidiaries was a party during the period from 1 January 2026 to 28 February 2026, (B) contain no material inaccuracies or discrepancies of any kind, and (C) present fairly the consolidated financial position of the Company and the Subsidiaries as of 28 February 2026 and the consolidated results of operations of the Company and the Subsidiaries for the period from 1 January 2026 to 28 February 2026; and there has been no change in share capital, decrease in cash and bank balances or lease liabilities or borrowings of the Company and the Subsidiaries as of 28 February 2026 as compared to amounts shown in the latest audited consolidated balance sheet of the Company and the Subsidiaries as of 31 December 2025 included in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus and the Formal Notice, and no material decrease in revenue of the Company and the Subsidiaries during the period from 1 January 2026 to 28 February 2026 as compared to the corresponding period in the preceding year;
- 2.13 (A) all statistical, market-related, operational, data and information disclosed in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular as having come from the Company, including information in relation to completed and ongoing clinical trials, the number of employees (total number as well as number of employees by type) and number of owned and leased properties of the Company and the Subsidiaries has been derived from the records of the Company and the Subsidiaries using systems and procedures which incorporate adequate safeguards to ensure that the information is true, complete and accurate in all material respects and not misleading and presents fairly the information shown therein; (B) the section entitled "Financial Information" in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular accurately describes the Company's exposure to changes in, liquidity, interest rates, foreign exchange rates, risk exposure estimates, sensitivity of the Company's assets and liabilities to changes in, liquidity and foreign exchange rates as of the dates indicated therein, and limitations on such sensitivity analysis; (C) all statistical and market-related data and information included in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular as having come from a source other than the Company are based on or derived from sources described therein, which the Company reasonably believes to be reliable and accurate and represent the Company's good faith estimates that are made on the basis of data derived from such sources, and such data accurately and fairly reflect the information or the sources from which they are derived; and the Company has obtained the written

consent to the use of such data from such sources to the extent required;

- 2.14 each of the Company and the Subsidiaries has established and maintains procedures which provide a reasonable basis for the directors to make proper assessments as to the financial position and prospects of the Company and the Subsidiaries, and each of the Company and the Subsidiaries has established and maintains a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorisations, (B) transactions are recorded as necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in conformity with HKFRS, other relevant generally accepted accounting principles or applicable accounting requirements, and maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorisations, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences, (E) each of the Company and the Subsidiaries has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of the Company's consolidated financial statements and notes thereto in accordance with HKFRS, other relevant generally accepted accounting principles or applicable accounting requirements and (F) the Directors are able to make a proper assessment of the financial position, results of operations and prospects of the Company and the Subsidiaries, 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 Company's current management information and accounting control system has been in operation for at least throughout the Track Record Period during which none of the Company and the Subsidiaries has experienced any material difficulties with regard to (A) through (F) above or with regard to ascertaining at any point in time the differences in real time between budgeted and actual expenses; (H) the Company's internal control over financial reporting is effective and the Company is not aware of (i) any material weaknesses or deficiencies in the Company's and the Subsidiaries' internal controls over accounting and financial reporting or (ii) change in the Company's and the Subsidiaries' internal controls over accounting and financial reporting or other factors that have adversely affected, or could reasonably be expected to adversely affect, the Company's and the Subsidiaries' internal controls over accounting and financial reporting;

3. The Company and the Group

- 3.1 none of the Company, or the Subsidiaries has conducted, is conducting or proposes to conduct any business, has acquired or proposes to acquire any property or asset or has incurred or proposed to incur any liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Group but which is not directly or indirectly related to the business of the Group, taken as a whole, as described in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular;
- 3.2 each of the Company and the Subsidiaries has been duly incorporated or established and is validly existing and in good standing under the Laws of the jurisdiction of its incorporation, registration or organisation with legal right, power and authority (corporate and other) to own, use, lease and operate its properties and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, and has been duly qualified to transact business and is in good standing (where

applicable) under the Laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification; the articles of association, the business license and other constituent documents of each of the Company and the Subsidiaries comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organisation and are in full force and effect; each of the Company and the Subsidiaries is capable of suing and being sued in its own name; each of the Subsidiaries that has been established in the PRC has passed each annual examination by the applicable PRC Authorities without being found to have any deficiency or default under applicable PRC Laws, and has timely received all requisite certifications from each applicable PRC Authority;

- 3.3 the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the memorandum and articles of association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including the Listing Rules);
- 3.4 none of the Company, the Subsidiaries and the Controlling Shareholders, and any person acting on behalf of any of them, has taken any action nor have any steps been taken or legal, legislative or administrative proceedings been started or, to the best knowledge of the Company after due care and inquiry, threatened or judgement been rendered to declare (A) to wind up, liquidate, make bankrupt, dissolve, deregister, make dormant, or eliminate the Company or any Subsidiaries, or (B) to withdraw, revoke or cancel any Approvals and Filings required under any Laws applicable to, or from or with any Authority having jurisdiction over the Company or any of the Subsidiaries or any of their properties or assets, or otherwise from or with any other persons, in order to conduct business or operation of the Company or any Subsidiaries, except in each case as described in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular;
- 3.5 except as disclosed in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, (A) each of the Company and the Subsidiaries has valid title, land use rights and building ownership rights (as applicable) to all real properties and assets that it purports to own, in each case free and clear of all Encumbrances and defects; (B) each of the Company and the Subsidiaries has valid title to all personal assets and revenue generating assets it purports to own, in each case free and clear of all Encumbrances and defects; (C) each real property, building and unit held under lease by the Company or any Subsidiaries is held by it under a legal and enforceable agreement and such lease is in full force and effect; except, in each case of (A) through (C) above, where any failure, individually or in aggregate, would not, or could not be reasonably expect to, result in a Material Adverse Effect; (D) each lease to which the Company or any Subsidiary is a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto; (E) no default (or event which with notice or lapse of time, or both, would constitute such a default) by the Company or any Subsidiary has occurred and is continuing or is likely to occur under any of such leases; neither the Company nor the Subsidiaries is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (a) may be adverse to the rights or interests of the Company and/or the Subsidiaries under such lease, tenancy or license or (b) which may affect the rights of the Company and/or the Subsidiaries to the continued possession or use of such leased or licensed property or other asset; the right of the Company and/or the Subsidiaries to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by the Company and/or the

Subsidiaries; each of the Company and the Subsidiaries has obtained all land-use rights and rights of way in respect of the real properties required to conduct its business and to which it holds title, free and clear of all Encumbrances and defects; the use of all properties owned or leased by the Company and/or the Subsidiaries is in accordance with its permitted use under all applicable Laws, and the use of any premises occupied by the Company and/or the Subsidiaries is in accordance with the terms provided for in the lease, tenancy, license, concession or agreement of whatsoever nature relating to such occupation; neither the Company nor any Subsidiary owns, operates, manages or has any other right or interest in any other material real property of any kind except as reflected in the audited consolidated financial statements of the Company as of 31 December 2025 included in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, and no other real properties and personal properties or assets are necessary in order for the Company or the Subsidiaries to carry on the businesses of the Company or the Subsidiaries in the manner described in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular;

- 3.6 the Company has the authorised and issued capital as set forth under the captions “Capitalization” and “Share Capital” in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, and all of the issued shares of the Company (A) have been duly authorised, registered and validly issued, (B) are fully paid and non-assessable, (C) were not issued in violation of any pre-emptive, resale rights, rights of first refusal or similar rights, (D) conform to the description thereof contained in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, (E) have been issued in compliance with all applicable Laws and (F) are owned by existing shareholders identified and in the amounts specified; no holder of outstanding shares of the Company is and will be entitled to any pre-emptive, resale rights, rights of first refusal or other similar rights to acquire the Offer Shares or any other securities of the Company; and there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, the Shares or any other class of shares of the Company except pursuant to this Agreement, the International Underwriting Agreement or any Cornerstone Agreement;
- 3.7 each Subsidiary is a legal person with limited liability, and the liability of the Company in respect of equity interests directly or indirectly held by it in such Subsidiary is limited to its investment therein; none of the issued shares of, capital stock of or ownership interests in any Subsidiary was issued, or subscribed to, in violation of the pre-emptive or similar rights of any shareholder of such Subsidiary; and there are no outstanding rights, warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock of, or direct interest in the Company or any Subsidiary;
- 3.8 the registered capital (in the form of shares or otherwise) of the Company and any of its Subsidiary that is a PRC person (other than a PRC person that is a joint stock limited liability company) has been duly and validly established, all of such registered capital has been validly issued and all contributions to such registered capital have been paid or will be paid within the time periods prescribed under applicable PRC Laws and all payments of such contributions having been approved by the applicable Authorities, and except for those whose time limit for making capital contribution has not expired according to their respective articles of association, 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;

4. The Offer Shares

- 4.1 the Offer Shares to be issued and sold by the Company have been duly authorised and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be validly issued and fully paid and non-assessable, free and clear of all Encumbrances;
- 4.2 when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, the Offer Shares conform to the descriptions thereof contained in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, including the descriptions under the captions “Capitalization”, “Share Capital” and “Appendix III – Summary of Articles of Association” in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular; the Offer Shares are freely transferable by the Company to or for the account of the Hong Kong Underwriters and/or the International Underwriters and/or purchasers procured by the International Underwriters on behalf of the Company; except as set forth in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, there are no restrictions on the holding, voting or subsequent transfers of the Offer Shares under the Laws of the PRC, Hong Kong or the United States, or the articles of association or other constituent or constitutive documents of the Company and/or any agreement or other instrument to which the Company is a party; no holder of Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of the Company’s liabilities or obligations by reason of being such a holder; the certificates for the Offer Shares, when issued, are in proper form to be legal and valid under all applicable Laws;

5. This Agreement and Operative Documents

- 5.1 each of this Agreement, and the Operative Documents has been duly and validly authorised, executed, and delivered by the Company and, when validly authorised, executed and delivered by the other parties thereto, constitutes or will constitute a valid and legally binding agreement of the Company, enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganisation, moratorium and similar Laws of general applicability relating to or affecting creditors’ rights and to general equity principles;
- 5.2 the execution, delivery and performance of this Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated and the fulfillment of the terms hereof or thereof, do not and will not (A) conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any Subsidiary is a party, by which the Company or any Subsidiary is bound or to which any of the property or assets of the Company or any Subsidiary is subject, (B) violate any provision of the articles of association or other constituent documents or the business licenses of the Company or any Subsidiary, (C) violate any applicable Law or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary, except in each case of (A), (C) or (D) above, where such breach, violation or default, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect;

- 6. No conflict, compliance and approvals**
- 6.1 approval in principle has been obtained for the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK from the Listing Committee of the SEHK and such approval has not been revoked;
- 6.2 except for the final approval from the SEHK for the listing of and permission to deal in the H Shares on the Main Board of the SEHK, all licenses, consents, franchises, permits, authorisations, approvals, certificates, clearances, qualifications, orders and other concessions of and from, and all Governmental Authorisations required under any applicable Law, or otherwise required to be obtained from or with any persons, in connection with (A) the Global Offering, (B) the issuance and sale of the Offer Shares, (C) the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement and the Cornerstone Agreements and each of the agreements relating to the Global Offering to which the Company and/or any of the Controlling Shareholders is a party, and (D) the issuance, publication, distribution or making available of each of the Hong Kong Prospectus and the Formal Notice, the Preliminary Offering Circular have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorisations may be revoked, suspended or modified;
- 6.3 none of the Company and the Subsidiaries is (A) in violation of its articles of association or other constituent documents or its business licenses, (B) in default in the performance or observance of (nor has any event occurred which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) any material obligation, agreement, covenant or condition contained in any license, indenture, mortgage, deed of trust, loan agreement, lease or other agreement or instrument to which the Company or any Subsidiary is a party by which the Company or any Subsidiary is bound or to which any of its or their respective property or assets is bound or (C) in violation or contravention of any Law and have not received any notice of any actual or potential liability under or pursuant to any violation of applicable laws, except in each case of (B) or (C) above where such breach, violation or default, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect;
- 6.4 the Company and the Subsidiaries and their respective properties, assets, facilities and operations are in compliance with, and each of the Company and the Subsidiaries holds, and are in compliance with, all Approvals and Filings and all Governmental Authorisations required under Environmental Laws (as defined below); except to the extent that failure to so comply with Environmental Laws or to so obtain, make or hold or comply with such Approvals and Filings, individually or in the aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect; there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any costs or liabilities to the Company or any Subsidiary under, or to interfere with or prevent compliance by the Company or any Subsidiary with, Environmental Laws; and none of the Company and the Subsidiaries (A) is the subject of any investigation, (B) has received any notice or claim, (C) is a party to or affected by any pending or, to the best knowledge of the Company after due care and inquiry, threatened action, suit or proceeding, (D) is bound by any judgment, decree or order or (E) has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or, to the best knowledge of the Company after due care and inquiry, threatened release or clean-up at any

location of any Hazardous Materials (as defined below); as used herein, “**Environmental Law**” means any Law relating to the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and “**Hazardous Materials**” means any material (including pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law;

- 6.5 except as would not, individually or in aggregate, result in a Material Adverse Effect, each of the Company and the Subsidiaries (A) is in compliance with any and all applicable Laws relating to the operation of their respective business as described or referred to in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular under the caption “Regulatory Overview” (“**Applicable Laws**”), (B) has received and is in compliance with all permits, licenses, certifications or other approvals required of them under Applicable Laws to conduct their respective businesses; and (C) have not received notice of any actual or potential liability under or violation of any Applicable Laws;
- 6.6 each of the Company and the Subsidiaries has carried on and is carrying on its business and operations in accordance with Applicable Laws, and (A) has all required Governmental Authorisations to own, lease, license and use their property and assets and conduct their businesses as disclosed in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, and (B) has or will use their respective best efforts to obtain all required Governmental Authorisations to use the proceeds from the Global Offering for the purposes as disclosed in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular; and such Governmental Authorisations contain no burdensome restrictions or conditions not described in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular; none of the Company and the Subsidiaries has any reason to believe that any Authority is considering modifying, suspending or revoking any such Governmental Authorisations; all such Governmental Authorisations are valid and in full force and effect; and each of the Company and the Subsidiaries is in compliance with the provisions of all such Governmental Authorisations; except in each case of (A) through (B) above, where any failure, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect;
- 6.7 the statutory books, books of account and other records of whatsoever kind of the Company and the Subsidiaries are up-to-date and contain complete and accurate records required by Laws to be dealt with in such books and no notice or allegation that any is incorrect or should be rectified has been received. All accounts, documents and returns required by Laws to be delivered or made to the Registrar of Companies in Hong Kong or any other Authority have been duly and correctly delivered or made;
- 6.8 none of the Company, the Subsidiaries, the Controlling Shareholders and the Affiliates of the foregoing is a party to any agreement, arrangement or concerted practice or is carrying on any practice that in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in Hong Kong, the PRC, the United States and any other jurisdiction where the Company or any Subsidiary has property or assets or carries on business or in respect of which any Governmental Authorisation is required or advisable pursuant to such Laws (whether or not the same has in fact been made);
- 6.9 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;
- 6.10 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;
7. **Compliance with bribery, money laundering and sanctions Laws**
- 7.1 (A) none of the Company, the Subsidiaries, the Controlling Shareholders, their respective directors, officers, representatives, agents and, to the best knowledge of the Company and/or the Controlling Shareholders, employees or any other person associated with or acting on behalf of the Company, the Subsidiaries, the Controlling Shareholders, and their respective Affiliates, any of such Affiliate's respective directors, officers, representatives, agents and employees or other person associated with or acting on behalf of such Affiliate (collectively, the "**Group Relevant Persons**"), is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations (as defined below); (B) none of the Group Relevant Persons is located, organised or resident in a country or territory that is targeted by or subject to any Sanctions Laws and Regulations (currently including Cuba, Iran, North Korea, the Crimea, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic regions of Ukraine and Syria), (y) undertakes any transactions, or has any connections, with any country, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or performing contracts in support of projects in or for the benefit of those countries, (z) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Company will use the proceeds from the Global Offering exclusively in the manner as set forth in each of the Pricing Disclosure Package, the Offering Circular and the Hong Kong Prospectus and the Formal Notice captioned "Future Plans and Use of Proceeds", and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiary or their respective joint venture partners or other Person for the purpose of financing or facilitating, any activities or business of or with any person or entity, or of, with or in Cuba, Iran, North Korea, the Crimea, the so-called Donetsk People's Republic and the so-called Luhansk People's Republic regions and Syria, or any country or territory that is targeted by or subject to any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement or the Cornerstone Agreements, the consummation of any other transaction contemplated hereby and thereby, or the provision of services contemplated by this Agreement to the Company will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (E) each of the Company and the Subsidiaries has instituted and will maintain policies and procedures which are designed to ensure continued compliance with the Sanctions Laws and Regulations; (F) the Company and the Subsidiaries 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 (G) the Group Relevant Persons have not knowingly engaged in, are not now knowingly engaged in, and will not knowingly engage in, any dealings or transactions directly or indirectly with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the target of a Sanctions Laws and Regulations or any entity owned or controlled by a

Person who is the target of the Sanctions Laws and Regulations; as used herein, “**Sanctions Laws and Regulations**” means (i) any economic or financial sanctions, restrictive measures, trade embargoes or export control laws imposed, administered or enforced from time to time by the United States government, including but not limited to, the Office of Foreign Assets Control of the U.S. Department of the Treasury (including the designation as a “specially designated national or blocked person” thereunder), the U.S. Department of Commerce and the U.S. Department of State, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading with the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), His Majesty’s Treasury of the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Monetary Authority of Singapore, the Hong Kong Monetary Authority, or other relevant sanctions authorities or other relevant sanctions Authority;

- 7.2 none of the Group Relevant Persons has (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to (a) any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office (each a “**Government Official**”), or (b) any person under circumstances where the Group Relevant Persons knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of Hong Kong, the PRC, the United States or any other jurisdiction; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption laws; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and the Subsidiaries have instituted, and will continue to maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.
- 7.3 none of the Group Relevant Persons is aware of or has, directly or indirectly, received or authorised the receipt of the payment of any money or the gift of anything of value from any supplier of any services, raw materials or any equipment for the research and development licensing of, and the production of the Group’s product candidates, where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company or the Subsidiaries to procure or increase the procurement of these raw materials or equipment, or (B) prohibited under any applicable Law of Hong Kong, the PRC, the United States or any other jurisdiction; and each of the Company and the Subsidiaries maintains and has implemented adequate internal controls and procedures to monitor and supervise the

Group Relevant Persons that are reasonably designed to detect and prevent any such receipt of payments or gift of anything of value;

- 7.4 the operations of the Company and the Subsidiaries and the conduct of the Controlling Shareholders are, and at all times have been, conducted in compliance with applicable financial recordkeeping and reporting requirements, including those of the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, and any applicable Laws relating to money laundering in all jurisdictions, including Hong Kong, the PRC and U.S. anti-money laundering laws, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the “**Anti-Money Laundering Laws**”), each of the Company and the Subsidiaries has instituted and maintains policies and procedures which are designed to ensure continued compliance with the Anti-Money Laundering Laws, and no action, suit, proceeding, investigation or inquiry by or before any Authority involving the Company, any of the Subsidiaries, any of the Controlling Shareholders or the businesses of the Company or such Subsidiary or any of the Controlling Shareholders with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company and/or the Controlling Shareholders, threatened;

8. **Provision of information to research analysts**

- 8.1 none of the Company, any members of the Group, and/or any of their respective directors, officers, employees, affiliates and/or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst any material information, including forward looking information (whether qualitative or quantitative) concerning any members of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular.

9. **Material Contracts and connected transactions**

- 9.1 all contracts that are required to be disclosed as material contracts in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular or filed therewith with the Registrar of Companies in Hong Kong (collectively, the “**Material Contracts**”) have been so disclosed or filed, in their entirety, without omission or redaction; no such Material Contracts will, without the written consent of the Joint Sponsors and the Overall Coordinators, be entered into, nor will the terms of any Material Contracts be changed prior to or on the Listing Date; and with respect to any Material Contract, none of the Company, the Subsidiaries and any other party to such Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract, and no such termination or non-renewal has been threatened by the Company, any Subsidiary or, to the best knowledge of the Company any other party to such Material Contract;
- 9.2 each of the contracts listed as being material contracts in the section of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular headed “Appendix IV - Statutory and General Information – B. Further Information about Our Business – 1. Summary of Material Contracts” has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms;
- 9.3 none of the Company or any Subsidiary has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm’s length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any Subsidiary (as relevant) on six months’

- notice or less);
- 9.4 none of the Company or any Subsidiary is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction;
- 9.5 except as disclosed in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, there are no relationships or transactions not in the ordinary course of business between the Company or any Subsidiary, on one hand, and their respective customers or suppliers, on the other hand;
- 9.6 the statements set forth in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular under the captions “Summary—Future Plans and Use of Proceeds” and “Future Plans and Use of Proceeds”, insofar as they purport to describe the Company’s planned application of the proceeds from the International Offering and the Hong Kong Prospectus and the Formal Notice, set out the true and current plan and intention of the Directors; the application of the net proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, will not (A) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of the Company or any Subsidiary pursuant to any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any Subsidiary is a party, by which the Company or any Subsidiary is bound or to which any of its or their respective property or assets is subject, except where any failure of compliance, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect, (B) violate any provision of the articles of association or other constituent documents or the business licenses of the Company or any Subsidiary, (C) violate any statute, law, rule, regulation, judgment, order or decree of any Authority having jurisdiction over the Company or any Subsidiary or any of their property or assets, except where any failure of compliance, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect, or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary; and all Approvals and Filings under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over, the Company, any Subsidiary or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the net proceeds to be received by the Company from the Global Offering, for the purposes as set forth in and contemplated by each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, have been obtained or made, except where any failure individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect;
- 9.7 except as disclosed in the Preliminary Offering Circular and Hong Kong Prospectus and the Formal Notice, there is no contract, agreement or understanding between the Company or any Subsidiary, on the one hand, and any third party, on the other hand, in relation of the merger, acquisition, business consolidation, joint venture, strategic cooperation, with or of any other entity or business;
- 9.8 except as disclosed in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, no material indebtedness (actual or contingent) and

no contract or arrangement (other than employment contracts or service agreements with current directors or officers of the Company or the Subsidiaries) is outstanding between the Company or the Subsidiaries, on the one hand, and any substantial shareholder or any current or former director or officer of the Company or the Subsidiaries or any person connected with any of the foregoing persons (including his or her spouse, minor children or any company or undertaking in which he or she holds a controlling interest), on the other hand;

- 9.9 neither the Company nor any Subsidiary is engaged in any material transactions with its current or former directors, officers, management, shareholders or other Affiliates on terms that are not available from other parties on an arm's-length basis;

10. Taxation, dividends

- 10.1 except as disclosed in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the H Shares in Hong Kong dollars to the shareholders of the Company may, under the Laws of the PRC, be payable in foreign currency and freely paid and transferred out of the PRC without the necessity of obtaining or making any Approvals and Filings of or with any PRC Authority;
- 10.2 except as disclosed in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the H Shares to the Shareholders 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 or the PRC or any taxing or other Authority thereof or therein; and may be so paid without the necessity of obtaining any Governmental Authorisation in any of such jurisdictions;
- 10.3 except as disclosed in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company, any Subsidiary or any Underwriters to Hong Kong or the PRC or any other jurisdiction or any political subdivision or any taxing or other Authority thereof or therein in connection with (A) the creation, allotment and issuance of the Offer Shares, (B) the sale and delivery by the Company of the Offer Shares to or for the respective accounts of the International Underwriters and the Hong Kong Underwriters, as the case may be, in the manner contemplated in this Agreement, the International Underwriting Agreement and the Operative Documents, (C) the execution and delivery of this Agreement and the International Underwriting Agreement, (D) the sale and delivery within and outside Hong Kong by the International Underwriters or within Hong Kong by the Hong Kong Underwriters of the Offer Shares to the initial placees thereof in the manner contemplated in the Preliminary Offering Circular or the Hong Kong Prospectus and the Formal Notice, or (E) the deposit of the Offer Shares with HKSCC;
- 10.4 all local and national PRC governmental Tax waivers and other local and national PRC Tax relief, concession and preferential treatment granted to the Company or the Subsidiaries are valid, binding and enforceable and do not violate any provision of any law or statute or any order, rule or regulation of any Authority that is applicable to the Company or the Subsidiaries;
- 10.5 (A) all returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required to have been filed by or in respect of the Company or the Subsidiaries for Taxation purposes have been filed; except, in each case, the failure to duly and timely file which would not or could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and all such returns, reports and filings

are true, complete and accurate in all material respects and, to the best knowledge of the Company, are not the subject of any dispute with the relevant Tax or other appropriate authorities; (B) all information supplied or disclosed in writing or orally by or on behalf of the Company, the Subsidiaries, the Controlling Shareholders, or their respective directors, officers or, employees to the tax authorities, the Joint Global Coordinators, the Overall Coordinators, the Joint Sponsors, the International Underwriters, the Hong Kong Underwriters, the Capital Market Intermediaries, the reporting accountants, the internal control consultant and legal and other professional advisers to the Company is true, complete and accurate in all material respects; (C) all material Taxes required to be paid by each of the Company and the Subsidiaries have been paid in full (and all amounts required to be withheld from amounts owing to any employee, creditor, or third party have been withheld in full) other than those being contested in good faith or those that are currently payable without penalty or interest, in which case adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with HKFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); (D) the provisions included in the audited financial statements as set out in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular included appropriate and adequate provisions required under HKFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any Subsidiary was then or might reasonably be expected thereafter to become or have become liable; (E) none of the Company and the Subsidiaries has received written notice of any audit or Tax deficiency that has been asserted against the Company or any Subsidiary that would be reasonably anticipated to give rise to any liability in excess of any reserves established on the books and records of the Company and the Subsidiaries in accordance with HKFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); (F) there are no liens for Taxes on the assets of the Company or the Subsidiaries other than liens for Taxes (X) currently payable without penalty or interest or (Y) being contested in good faith by appropriate proceedings and for which, in the case of both clauses (X) and (Y), adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with HKFRS with respect thereto reflected on the audited consolidated financial statements (and any notes thereto);

- 10.6 no Subsidiary is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares, capital stock or other equity interests of or in such Subsidiary, from repaying to the Company any loans or advances to such Subsidiary from the Company, or from transferring any of the properties or assets of such Subsidiary to the Company or to any other Subsidiary; and, except as disclosed in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, all such dividends and other distributions are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes, or any taxing or other Authority thereof or therein; and may be so paid without the necessity of obtaining any Governmental Authorisation in any of such jurisdictions;

11. **Experts**

- 11.1 (A) no material information was withheld from the Industry Consultant, the Internal Controls Consultant, the Legal Advisers to the Company and any other consultants and/or counsels for the Company for the purposes of their preparation of their respective reports, opinions, letters or certificates in connection with the Global Offering (whether or not contained in each of the Preliminary Circular and the Hong Kong Prospectus and the Formal Notice) (the “**Relevant Reports**”); (B) all material

information given to each of the foregoing consultants and/or counsels for such purposes was given in good faith and there is no other information or documents which have not been provided, the result of which would make the information and documents so received, in the light of the circumstances under which they were provided, misleading; (C) all the assumptions made by the foregoing consultants and/or counsels in their respective Relevant Reports are considered by the Company to be reasonable and appropriate; (D) the factual contents of the Relevant Reports 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) (E) the market positioning of the Company contained in the research report of the Industry Consultant dated 20 April 2026, commissioned by the Company, on the oncology drug and ADC markets in China, the United States and globally and in connection with the Global Offering, is considered by the Company to be accurately represented, reasonable and not misleading; (F) no facts have come to the attention of the Company or any of its directors or officers that have caused them to believe that the Relevant Reports, as of their respective dates, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact or assumption necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (G) none of the Company and the Directors disagrees with the opinions or conclusions of the relevant consultants or counsels as stated in their respective Relevant Reports, and the opinions attributed to the Directors in each such Relevant Reports are held in good faith based upon facts within their knowledge;

- 11.2 each of the experts stated in the section headed “Appendix IV—Statutory and General Information – Other Information – Qualifications of Experts” in each of the Hong Kong Prospectus and the Formal Notice 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 of any conflict of interest;

12. **Market conduct**

- 12.1 none of the Company, its Affiliates, any of their respective directors, officers, agents or, to the Company’s best knowledge, employees, or any person acting on behalf of any of them, has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities; (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the SEHK, the SFC, the CSRC or any other Authority including those in relation to bookbuilding and placing activities;
- 12.2 none of the Company, its Affiliates, the Subsidiaries, any of their respective directors, officers, agents or, employees (A) has taken or facilitated, or will take or facilitate, directly or indirectly, any action that is designed to, has constituted or might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company or any Subsidiary to facilitate the sale or resale of the Offer Shares or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance, or would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance;

12.3 neither the Company, any of the members of the Group, the Controlling Shareholders, 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 Prospectus and the Formal Notice and the Preliminary Offering Circular. No member of the Group nor any director, 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 Preliminary Offering Circular and the Hong Kong Prospectus and the Formal Notice;

13. No proceedings or investigations

13.1 there are (A) no legal, arbitral or governmental actions, suits proceedings, investigations or inquiries pending or, to the best knowledge of the Company upon due care and inquiry, threatened or contemplated by or before any Authority, to which the Company or any Subsidiary, or any of their respective, directors, or officers, is or may be a party or to which any of the property, assets or products of the Company or any Subsidiary, or any of their respective directors, or officers, is or may be subject, at law or in equity, whether or not arising from transactions in the ordinary course of business of the Group and there are no circumstances, to the best knowledge of the Company upon due care and inquiry, 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, to the best knowledge of the Company upon due care and inquiry, that has been proposed by any Authority and (C) no judgment, decree or order of any Authority, which, in any of clause (A), (B) or (C), would, individually or in the aggregate, adversely affect the power or ability of the Company and/or the Controlling Shareholders to perform its obligations under this Agreement and the International Underwriting Agreement, to offer, sell and deliver the Offer Shares (as applicable) or to consummate the transactions contemplated by this Agreement and the International Underwriting Agreement or otherwise materially and adversely affect the Global Offering, or which are required to be described in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular and are not so described;

13.2 there are no investigations by any Authority pending to which the Company or any Subsidiary, or their respective former or existing directors, officers or employees or any of their respective property, assets or products is subject, and no such investigation is, to the best knowledge of the Company, threatened or contemplated by any Authority; and none of the China National Development and Reform Commission, the China State Administration for Industry and Commerce, nor any other Authority having jurisdiction over the Company or any Subsidiary, or any of their respective property or assets has, to the best knowledge of the Company, in its review and examination of the Company or any Subsidiary, raised or identified any issues regarding the general affairs, management, business, prospects, products, assets, rights, results of operations or position, financial or otherwise, or legal and regulatory compliance of the Company or any Subsidiary;

14. United States aspects

14.1 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 and the International Underwriting Agreement and in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular;

- 14.2 the Company is a “foreign private issuer” as such term is defined in Rule 405 under the Securities Act;
- 14.3 there is no “substantial U.S. market interest”, as such term is defined in Regulation S under the Securities Act, in the Offer Shares or securities of the Company of the same class as the Offer Shares;
- 14.4 none of the Company, its Affiliates and any person acting on its or their behalf has offered or sold or will offer or sell the Offer Shares by means of any “directed selling efforts” within the meaning of Rule 902(c) under the Securities Act;
- 14.5 none of the Company, its Affiliates and any person acting on its or their behalf has paid or agreed to pay to any person any compensation for soliciting another to purchase any securities of the Company (except as contemplated in this Agreement and the International Underwriting Agreement);
- 14.6 neither the Company nor any Subsidiary has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any H Shares other than this Agreement, the International Underwriting Agreement, the Cornerstone Agreements and the Operative Documents;
- 14.7 for purposes of the U.S. Outbound Investment Rules, A) neither the Company nor any of its subsidiaries is a “covered foreign person,” as that term is defined in 31 C.F.R. § 850.209; (B) the consummation of the transactions contemplated by this Agreement and the International Underwriting Agreement will not result in (i) any person becoming a “covered foreign person” or (ii) a “person of a country of concern” (as defined in 31 C.F.R. § 850.221) engaging in a “covered activity” (as defined in 31 C.F.R. § 850.208); (C) neither the Company nor any of its subsidiaries currently engage in, or have plans to engage in, directly or indirectly, any covered activity; the Company does not have any joint venture that, to the Company’s knowledge, engages in or currently plans to engage in any “covered activity”; the Company does not directly or indirectly, hold a board seat on, have a voting or equity interest in, or have any contractual power to direct or cause the direction of the management or policies of, any person or persons that engage, or, to the Company’s knowledge, plan to engage, in any “covered activity” within the meaning of the U.S. Outbound Investment Rules;
- 15. **Internal controls**
 - 15.1 the Company has established and maintains corporate governance practices in accordance with the Code Provisions in the Corporate Governance Code as set forth in Appendix C1 to the Listing Rules; each of the Company and the Subsidiaries has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) information relating to the Company or any of the Subsidiaries is made known in a timely manner to the Board and management by others within those entities, and (B) the Company and the Board comply in a timely manner with the Applicable Laws in all material respects, 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;
 - 15.2 any issues identified and as disclosed in any internal control report prepared by the Internal Controls Consultant have been rectified or improved or are being improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws in all material respects, and no such issues have adversely affected, or could reasonably be expected to adversely affect, such

controls and procedures or such ability to comply with all applicable Laws;

16. **Intellectual Property Rights**

- 16.1 (A) each of the Company and the Subsidiaries owns free of Encumbrances, or have obtained (or can obtain on reasonable terms) valid licenses for, or other rights to use, all patents, patent applications, patent rights, inventions, copyrights, trademarks, service marks, trade names, domain names, network real names, Internet keywords, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), information, proprietary rights and processes (collectively, the “**Intellectual Property**”) as described in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular as being owned or licensed or used by them, and such rights and licenses held by the Company and the Subsidiaries in any Intellectual Property comprises all the rights and licenses that are necessary or convenient in connection with the business described in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular as being currently operated or proposed to be operated by them; (B) each agreement pursuant to which the Company and/or the Subsidiaries have obtained licenses for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms; the Company and/or the Subsidiaries have complied in all material respects with the terms of each such agreement which is in full force and effect, and no default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company and/or the Subsidiaries has occurred and is continuing or is reasonably likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (C) there is no claim to the contrary or any challenge by any other person to the rights of the Company and/or the Subsidiaries with respect to the Intellectual Property; (D) none of the Company and the Subsidiaries is aware of any matters which may reasonably lead to a Material Adverse Effect on the Group’s Intellectual Property, or has received any notice or claim of infringement of or conflict with asserted rights of others with respect to any of the foregoing; and (E) in conducting its business activities, none of the Company and the Subsidiaries has, to the best knowledge of the Company, infringed any Intellectual Property rights already registered by a third party in Hong Kong, the PRC, the United States or any other jurisdiction; and to the Company’s best knowledge after due care and inquiry, there is no prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in the PRC, the United States or Hong Kong (or any other relevant jurisdiction) having jurisdiction over intellectual property matters;
- 16.2 neither the Company nor the Subsidiaries is aware of (A) any infringement or unauthorised use by third parties on any Intellectual Property; (B) any opposition by any person to any pending applications challenging the validity, enforceability or scope of any Intellectual Property; (C) any assertion of moral rights which would affect the use of any of the Intellectual Property in the business of any member of the Group; or (D) any facts or circumstances which would render any rights mentioned above invalid or inadequate to protect the interests of the relevant member of the Group or unenforceable;
- 16.3 the details of all registered Intellectual Property (including applications to register the same) owned or used by the Company and/or the Subsidiaries that are material to the business of the Company and/or the Subsidiaries are set out in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular;
- 16.4 to the best knowledge of the Company, all patentable and patented inventions made by employees of the Company and the Subsidiaries and used or intended to be used

in the business of the Company and the Subsidiaries were made in the normal course of the duties of the employees concerned and there are no outstanding or potential claims against the Company and the Subsidiaries under any contract or under any applicable Laws providing for employee compensation or ownership in respect of any rights or interests in Intellectual Property;

- 16.5 (A) To the Company's best knowledge, none of the Company nor any of the other members of the Group nor any discoveries, inventions, product candidates, products or processes of the Company and other members of the Group described in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular has infringed or is infringing the intellectual property of a third party including any discovery, invention, product or process that is the subject of a patent application filed by any 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; and (B) there is no pending or, to the best knowledge of the Company, threatened action, suit, proceeding or claim by others that the Company or any other member of the Group infringes or otherwise violates any patent, trade or service mark, trade or service name, service name, copyright, trade secret or other proprietary rights of others, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim;

17. **Information technology**

- 17.1 (A) the computer systems, communications systems, software and hardware (collectively "**Information Technology**") owned, used, licensed by or to the Company and/or the Subsidiaries comprise all the information technology systems and related rights reasonably necessary to the operation of the business of the Company and the Subsidiaries as currently conducted or as proposed to be conducted; (B) all Information Technology which is reasonably necessary for the business of the Company and the Subsidiaries is either legally and beneficially owned by the Company or the Subsidiary or lawfully used under valid licenses granted by the registered proprietor(s) or beneficial owner(s) thereof or may be obtained or licensed under reasonable commercial terms; (C) each agreement pursuant to which the Company and/or the Subsidiaries has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, the Company and/or the Subsidiaries, as the case may be, has complied with the terms of each such agreement which is in full force and effect, and no default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company and/or the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Company and/or the Subsidiaries are maintained and operated by the Company and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company; (E) in the event that the persons providing maintenance or support services for the Company and/or the Subsidiaries with respect to the Information Technology cease or are unable to do so, each of the Company and the Subsidiaries has all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (F) there are no 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/or the Subsidiaries; (G) each of the Company and the Subsidiaries has in place procedures to prevent unauthorized access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of

the software and data; and (H) each of the Company and the Subsidiaries 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 Company and/or the Subsidiaries, except in each case of (A) through (H) above, where any failure, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect;

- 17.2 (A) each of the Company and the Subsidiaries has complied with all applicable data protection Laws in all material respects; (B) neither the Company nor the Subsidiaries has received any notice, letter, complaint or allegation from the relevant data protection Governmental Authority alleging any breach or non-compliance by it of the applicable data protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction, except where would not, individually or in aggregate, result in a Material Adverse Effect; and (C) except as would not, individually or in aggregate, result in a Material Adverse Effect, neither the Company nor the Subsidiaries has received any claim for compensation from any person in respect of its business under the applicable data protection Laws and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data in the previous three years, and there is no outstanding order against the Company and/or the Subsidiaries in respect of the rectification or erasure of data;
- 17.3 (A) each of the Company and the Subsidiaries' Information Technology and network security are adequate for, and operate and perform as required in connection with the operation of the business of the Company and the Subsidiaries as currently conducted, free and clear of all bugs, errors, defects, Trojan horses, time bombs, malware and other corruptants; (B) each of the Company and the Subsidiaries has implemented and maintained controls, policies, procedures, and safeguards to maintain and protect their network security and confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("**Personal Data**"), or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same; (C) each of the Company and the Subsidiaries has complied with all applicable Laws (including the applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the "**Data Protection Laws**")), guidelines, internal policies, contractual obligations and industry standards relating to network security and the privacy and security of Information Technology and Personal Data and to the protection of such Information Technology and Personal Data from unauthorized use, access, misappropriation or modification; (D) neither the Company nor the Subsidiaries has been designated by competent authority as a critical information infrastructure operator in the PRC under the Cybersecurity Law of the PRC; (E) neither the Company nor the Subsidiaries 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 China (the "**CAC**"), the CSRC, or any other relevant Authority; (F) neither the Company nor the Subsidiaries is aware of or has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant Authority alleging any breach or non-compliance by it of the applicable network security or data protection Laws (including but not limited to the Data Protection Laws) and

industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data or prohibiting the transfer of data to a place outside the relevant jurisdiction; (G) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any members of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there; (H) neither the Company nor the Subsidiaries is aware of or has received any claim for compensation from any person in respect of its business under the applicable network security or data protection Laws (including but not limited to the Data Protection Laws) and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data in the previous three years and there is no outstanding order against the Company and/or the Subsidiaries in respect of the rectification or erasure of data; (I) neither the Company nor any other member of the Group has received any communication, enquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (J) the Company is not aware of any pending or, to the best knowledge of the Company, threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on the Company or any other member of the Group or any of their respective directors, officers and employees; (K) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any other member of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (L) neither the Company nor any other member of the Group has received any objection to the Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority; except in each case of (A) through (C) above, where any failure, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect;

18. Biotech-related matters, and clinical trials and studies

- 18.1 each of the Company and the Subsidiaries (A) is and has been in compliance in all material respects with all statutes, rules, or regulations applicable to the ownership, testing, development, manufacture, packaging, processing, use, distribution, labeling, storage, import, export or disposal of any product manufactured by the Company or any Subsidiary, including but not limited to the Drug Administration Law of the PRC (《中華人民共和國藥品管理法》), the Regulations of Implementation of the Drug Administration Laws of the PRC (《中華人民共和國藥品管理法實施條例》), Good Laboratory Practice for Non-Clinical Laboratory Studies (《藥物非臨床研究品質管制規範》), Good Clinical Practice for Drugs (《藥物臨床試驗品質管制規範》), Measures for the Supervision and Administration of Pharmaceutical Production (《藥品生產監督管理辦法》), Good Manufacturing Practices for Pharmaceutical Products (《藥品生產品質管制規範》) and Measures for the Administration of Drug Registration (2020) (《藥品註冊管理辦法(2020)》); (B) has not received any notice of adverse finding, warning letter, untitled letter or other correspondence or notice from any Authority alleging or asserting material non-compliance with any applicable Laws or any licenses, certificates, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any such applicable Laws; and (C) has filed, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and

supplements or amendments as required by any applicable Laws or Authority, and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct in all material respects on the date filed (or were corrected or supplemented by a subsequent submission);

- 18.2 all preclinical studies and clinical trials conducted by the Company and the Subsidiaries, and (if applicable) by or on behalf of the Company and/or any Subsidiary ("**Clinical Trials and Studies**") have been adequately described in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, such that the relevant disclosures do not 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 in any material respects; the Clinical Trials and Studies were and, if still pending, are, being conducted in all material respects in accordance with: (A) their experimental protocols; (B) standard medical and scientific research procedures for products or product candidates comparable to those being developed by the Company or the Subsidiaries; and (C) all applicable Laws to which they are subject, including but not limited to those applied by the FDA and the NMPA or other applicable regulatory authorities (the "**Regulatory Authorities**");
- 18.3 each description of tests and trials, and the data and results, of the Clinical Trials and Studies contained in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular is accurate and complete in all material respects and fairly represents the data about and derived from such tests and trials, and neither the Company nor the Subsidiaries has any knowledge of any other studies or tests the results of which are inconsistent with, or otherwise call into question, the results described or referred to in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular;
- 18.4 neither the Company nor the Subsidiaries has received any notices or statements from the Regulatory Authorities to the effect that, and otherwise has no knowledge that: (A) any Regulatory Authorities is imposing, requiring, requesting, or suggesting a termination, suspension or material modification of any Clinical Trials and Studies; (B) any application for the registration certificate has been rejected; (C) any investigational new drug application or any registration application for any potential pipeline of the Company that is or has been rejected or determined to be non-approvable or conditionally approved; (D) any Governmental Authorisations to conduct any clinical trial has been, will be or is reasonably likely to be suspended, revoked or materially modified, the modification of which would have a material negative effect on the Company's and its Subsidiaries' abilities to conduct any of their clinical trials; or (E) any license, approval, permit, or authorization to conduct any clinical trial of any product candidates of the Company or the Subsidiaries has been or is reasonably likely to be suspended, revoked, or materially modified or limited; none of the Clinical Trials and Studies involved any investigator, to the best knowledge of the Company, who has been disqualified as a clinical investigator or has been found by any Regulatory Authority or any other Authorities to have engaged in scientific misconduct;
- 18.5 (A) none of the Company nor the Subsidiaries has failed to file with any Regulatory Authority or any other Authorities any required filing, declaration, listing, registration, report or submission with respect to the product candidates of the members of the Group that are described in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, except as would not, individually or in aggregate, result in a Material Adverse Effect; (B) all such filings, declarations, listings, registrations, reports or submissions were in compliance with applicable Laws in all material respects when filed; and (C) no material deficiencies regarding compliance with applicable Laws have been asserted by any Regulatory Authority or Authorities

- with respect to any such filings, declarations, listings, registrations, reports or submission;
- 18.6 the Company and the Subsidiaries complied with the applicable Laws of the Regulatory Authorities or any other Authorities with respect to the product candidates of the Company or the Subsidiaries that are described in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular;
- 18.7 statements relating to the expected or estimated date (as any statement with equivalent meaning) by which approval for any product candidate to be commercialised is to be obtained or applied for contained in each of the Hong Kong Prospectus and the Formal Notice, the Preliminary Offering Circular have been made offer due, careful and proper consideration and represent and continue to represent fair and reasonable expectations honestly held based on facts currently known to the Company;
19. **Compliance with employment and labour Laws**
- 19.1 save as in the ordinary course of business (including the internal control measures the Company implements to monitor its compliance with relevant Laws), (A) except as disclosed in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, neither the Company nor any Subsidiary is making or has made any contribution to, or participates or has participated in, or has any obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of the present or past employees or to any other person; (B) except as disclosed in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, all housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of the present or past employees of each of the Company and the Subsidiaries arising from their employment with the Company or such Subsidiary, as required by Applicable Laws are fully provided for by way of an adequately funded pension scheme established for and on behalf of the Company or such Subsidiary that is or was the employer of such person or established by the Company or such Subsidiary in the name of the relevant present or past employees; (C) except as disclosed in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, neither the Company nor the Subsidiaries has any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; (D) there are no material amounts owing or promised to any present or former directors or employees or consultants of the Company and/or the Subsidiaries other than remuneration accrued, due or for reimbursement of business expenses; (E) no directors or senior management or key employees of the Company and/or the Subsidiaries have given or been given notice terminating their contracts of employment and there are no proposals to terminate the employment or consultancy of any directors, key employees or consultants of the Company and/or the Subsidiaries or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (F) except as disclosed in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, none of the Company and the Subsidiaries has any financial obligation to the PRC government or any social security fund or other fund maintained by the PRC government in connection with the Global Offering, nor any undischarged liability to pay to any Governmental Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants by them; (G) no material liability has been incurred by the Company and/or the Subsidiaries for breach of any director's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for

the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former director, employee or consultant of the Company and/or the Subsidiaries; and (H) all contracts of service, contracts for services and consultancy agreements in relation to the employment of the employees, directors and consultants of the Company and/or the Subsidiaries are on usual and normal terms which do not and will not in any way impose any unusual or onerous obligation on the Company and/or the Subsidiaries and all subsisting contracts of service, contracts for services and consultancy agreements to which the Company and/or the Subsidiaries is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and there are no claims pending or, to the best knowledge of the Company, threatened or capable of arising against the Company and/or the Subsidiaries, by any employee, director, consultant or third party, in respect of any accident or injury not fully covered by insurance; each of the Company and/or the Subsidiaries has, in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants), complied in all material respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of services, employment or consultancy;

- 19.2 except for matters which, individually or in the aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect, no labour dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary exists, is imminent or is, to the best knowledge of the Company, threatened; and the Company is not aware of any existing, to the best knowledge of the Company, threatened or imminent labor disturbance by the employees of any of its suppliers, contractors or customers;

20. Insurance

- 20.1 each of the Company and the Subsidiaries is insured by insurers of recognised financial responsibility against such losses and risks and in such amounts as are prudent and customary in the markets and businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company or any Subsidiary, or their respective businesses, assets and employees are in full force and effect; none of the insurance policies or instruments in respect of the assets of the Company and/or the Subsidiaries is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of normal life; the Company and the Subsidiaries are in compliance with the terms of such policies and instruments (including without limitation the due payment in full of all premiums due in respect of such policies and instruments, and the full observance and performance by the Company and the Subsidiaries of all conditions for the validity and effectiveness of such policies and instruments); there are no claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; none of the Company and the Subsidiaries has been refused any material insurance coverage sought or applied for; and none of the Company and the Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary or appropriate to continue its business as currently conducted or as proposed to be conducted on commercially reasonable terms;

21. Immunity, Choice of law and disputes resolutions

- 21.1 under the Laws of the PRC and Hong Kong, none of the Company, the Subsidiaries,

the Controlling Shareholders, nor any of their respective properties, assets or revenues, is entitled to any right of immunity on the grounds of sovereignty from any legal action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of judgment, arbitral award or from other legal process or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Company in Clause 16.7 hereof and in the International Underwriting Agreement not to plead or claim any such immunity in any legal action, suit or proceeding based on this Agreement and the International Underwriting Agreement is valid and binding under the Laws of Hong Kong and the PRC;

21.2 the choice of law provisions set forth in this Agreement do not contravene the Laws of Hong Kong and the PRC, and will be recognised by the courts of Hong Kong and the PRC; the Company can sue and be sued in its own name under the Laws of Hong Kong and the PRC; the agreement of the Company to resolve any dispute by arbitration at the HKIAC, the agreement to treat any decision and award of the HKIAC as final and binding on the parties to this Agreement and the International Underwriting Agreement, the irrevocable submission by the Company to the jurisdiction of any Hong Kong court (a “**Hong Kong Court**”), the agreement that each party to this Agreement and the International Underwriting Agreement shall have the option to defer any dispute arising out of or in relation to the obligations of the Company under the this Agreement and the International Underwriting Agreement to arbitration, the waiver of sovereign immunity and the agreement that this Agreement and the International Underwriting Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong and the PRC and will be respected by the courts of Hong Kong and the PRC; service of process effected in the manner set forth in this Agreement and the International Underwriting Agreement will be effective, insofar as the Laws of Hong Kong and the PRC is concerned, to confer valid personal jurisdiction over the Company; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company under this Agreement and the International Underwriting Agreement will be recognised and enforced in the courts of Hong Kong and the PRC subject to the uncertainty as disclosed in each of the Hong Kong Prospectus and the Formal Notice, the Preliminary Offering Circular;

21.3 it is not necessary under the Laws of Hong Kong and the PRC that any of the International Underwriters or the Hong Kong Underwriters (other than those incorporated or organised under the Laws of Hong Kong and the PRC as the case may be) should be licensed, qualified or entitled to carry out business in Laws of Hong Kong and the PRC (A) to enable them to enforce their respective rights under this Agreement, the International Underwriting Agreement, or any other document to be furnished hereunder or thereunder, or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement;

22. **Listing Rules and Hong Kong law compliance**

22.1 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 SEHK under the Listing Rules and other legal or regulatory requirements relevant to their roles;

22.2 except as disclosed in the Hong Kong Prospectus and the Formal Notice and the

Preliminary Offering Circular, none of the Directors (or his/her associates (as defined in the Listing Rules)), either alone or in conjunction with or on behalf of any other person, is interested in any business that is similar to or competes or is likely to compete, directly or indirectly, with the business of the Company or any Subsidiary, none of the Directors (or his/her associates (as defined in the Listing Rules)), either alone or in conjunction with or on behalf of any other person, is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus and the Formal Notice been acquired or disposed of by or leased to the Company or any Subsidiary; none of the Directors, nor any of their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with the Company or any Subsidiary which is subsisting and which is material in relation to the business of the Company or such Subsidiary;

- 22.3 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 SEHK pursuant to Part XV of such Ordinance and the Model Code for Securities Transactions by Directors of Listed Companies in the Listing Rules, in each case upon completion of the Global Offering, are listed are fully and accurately disclosed in the Hong Kong Prospectus and the Formal Notice, the Preliminary Offering Circular; and save as disclosed in the Hong Kong Prospectus and the Formal Notice, the Preliminary Offering Circular, no person owns or otherwise has any interest 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 SEHK pursuant to Part XV of such Ordinance;
- 22.4 save as disclosed in the Hong Kong Prospectus and the Formal Notice, the Preliminary Offering Circular or for such transactions as may be entered into by the Company pursuant to any of the agreements relating to the Global Offering, no material indebtedness (actual or contingent) and no material contract or arrangement is outstanding between the Company and any company or undertaking which is owned or controlled by the Company (whether by way of shareholding or otherwise);
- 22.5 each of the Pre-IPO Investments (as defined in the Hong Kong Prospectus and the Formal Notice) are in compliance with Chapter 4.2 of the Guide for New Listing Applicants;
- 22.6 each of the documents or agreements executed by the Company, any of Subsidiaries and/or any of the Controlling Shareholders (where applicable) in connection with the events and transactions set forth in the sections of each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular headed, respectively, “History, Development and Corporate Structure” and “Appendix IV—Statutory and General Information” has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, and other than the foregoing documents or agreements, there are no other material documents or agreements, written or oral, relating to the Company, any of the Subsidiaries and/or the Controlling Shareholders (where applicable) in connection with the events and transactions set forth in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular under the section headed “History, Development and Corporate Structure” which have not been previously provided, or made available, to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Legal Managers, the Underwriters and the Capital Market Intermediaries;
- 22.7 the descriptions of the events, transactions, and performance of the documents or

agreements executed by the Company as set forth in the sections of each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular headed, respectively, “History, Development and Corporate Structure” and “Appendix IV— Statutory and General Information”, including without limitation to those relating to the Pre-IPO Investments (as defined in each of Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular), do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or render the Company liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts based upon which the Accountants’ Report or otherwise described in the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, or result in the creation or imposition of any Encumbrance or other restriction on any property or assets of the Company or any Subsidiary that contravenes (A) the memorandum and articles of association or other constituent or constitutive documents or the business license of the Company or any Subsidiary or any Controlling Shareholder (as applicable), or (B) any indenture, mortgage, charge, deed of trust, loan or credit agreement, trust financing agreement or arrangement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company or any Subsidiary is a party or by which the Company or any Subsidiary is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any Subsidiary or any of their respective properties or assets, including the Listing Rules, or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company and/or the Subsidiaries;

- 22.8 all necessary Governmental Authorisations required in connection with events, transactions and documents set forth in the sections of each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular headed, respectively, “History, Development and Corporate Structure” and “Appendix IV— Statutory and General Information” have been obtained or made; all such Governmental Authorisations are valid and in full force and effect and not in violation with any applicable Law, and the Company is not aware of any reason to believe that any Authority in Hong Kong, the PRC or elsewhere is considering revoking such Governmental Authorisations, suspending or modifying such;
- 22.9 there are no actions, suits, proceedings, investigations or inquiries pending or, to the best knowledge of the Company, threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness, validity and compliance with Laws of the events, transactions, documents and Governmental Authorisations as set forth in the sections of each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular headed, respectively, “History, Development and Corporate Structure” and “Appendix IV—Statutory and General Information”;
- 23. **No other arrangements relating to sale of Offer Shares**
- 23.1 there are no contracts, agreements or understandings between the Company or any Subsidiary or any Controlling Shareholder 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, any Subsidiary or any Underwriter for brokerage commissions, finder’s fees or other payments in connection with the offer and sale of the Offer Shares;

24. **Critical accounting policies and indebtedness**

- 24.1 the section entitled “Financial Information—Material Accounting Policy Information and Critical Accounting Estimates and Judgements” in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular accurately and fully describes (A) accounting policies which the Company believes are the most important in the portrayal of the Company’s and the Subsidiaries’ financial condition and results of operations (the “**Critical Accounting Policies**”), (B) judgments and uncertainties affecting the application of the Critical Accounting Policies and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions;
- 24.2 the Company’s management have proposed, and the Board has reviewed and agreed with, the selection, application and disclosure of the Critical Accounting Policies in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular, and have consulted with the Reporting Accountants with regards to such selection, application and disclosure;
- 24.3 the sections entitled “Financial Information—Liquidity and Capital Resources” and “Financial Information—Indebtedness” in each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular accurately and fully describe: (A) all material trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would affect liquidity of the Group and are reasonably likely to occur; (B) all material indebtedness (actual or contingent) of the Company or the Subsidiaries and its or their related parties; and (C) all off-balance sheet transactions, arrangements, and obligations (if applicable); and none of the Company and the Subsidiaries has any relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company or any Subsidiary, such as structured finance entities and special purpose entities that are reasonably likely to have a material adverse impact on the liquidity of the Company and any Subsidiary taken as a whole or the availability thereof or the requirements of the Company and any Subsidiary taken as a whole for capital resources;
- 24.4 the amounts borrowed by each of the Company and the Subsidiaries do not exceed any limitation on borrowing contained in their respective articles of association or other constituent documents or business license (if applicable) or any debenture or other deed or document binding upon them and none of the Company or any Subsidiary has factored any of its debts, or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; all of the borrowing facilities of the Company and the Subsidiaries have been duly authorised, executed and delivered and are in full force and effect, all undrawn amounts under such borrowing facilities are or will be capable of drawdown in accordance with their terms, and, to the Company’s best knowledge, no event has occurred and no circumstances exist which could cause any undrawn amounts under any borrowing facilities to be unavailable for drawing as required; and, to the Company’s best knowledge, no event has occurred and no circumstances exist in relation to any national, regional, municipal or local Authority investment grants, loan subsidies or financial assistance received by or pledged to any of the Company or any Subsidiary in consequence of which any of the Company or any Subsidiary is or may be held liable to forfeit or repay in whole or in part any such grant or loan;
- 24.5 none of the Company and the Subsidiaries 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;
- 24.6 save as disclosed in the Hong Kong Prospectus and the Formal Notice and the

Preliminary Officer Circular, (A) there are no material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any mortgage or charge or any guarantee or other contingent liabilities of the Company or any Subsidiary; (B) no outstanding indebtedness of the Company or the Subsidiaries, which is, individually or in the aggregate, material to the Company and the Subsidiaries, taken as a whole, has (or, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the Company or the Subsidiaries; (C) no person to whom any indebtedness of the Company and/or the Subsidiaries, which is, individually or in the aggregate, material to the Company and the Subsidiaries, taken as a whole, that is repayable on demand is owed has demanded or, to the best knowledge of the Company, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) to the best knowledge of the Company, no circumstance has arisen such that any person is now entitled to require payment of any indebtedness of the Company or any of the Subsidiaries or under any guarantee of any liability of the Company or any of the Subsidiaries by reason of default of the Company or any of the Subsidiaries or any other person or under any such guarantee given by the Company or any of the Subsidiaries, in respect of any such indebtedness or guarantee that is, individually or in the aggregate, material to the Company and the Subsidiaries, taken as a whole; (E) there are no outstanding guarantees or contingent payment obligations of the Company or any of the Subsidiaries in respect of material indebtedness of any party that is not any member of the Group; and (F) none of the Company and the Subsidiaries have stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent;

25. Cornerstone Investments or placing in International Offering

- 25.1 pursuant to Chapter 4.14 of the Guide for New Listing Applicants, there are no direct or indirect benefits by side letter or otherwise, other than a guaranteed allocation of shares at the IPO price, to any cornerstone investors to participate in the International Offering;
- 25.2 pursuant to Chapter 4.15 of the Guide for New Listing Applicants, no preferential treatment has been, nor will be, given to any existing shareholders or their respective close associates by virtue of its relationship with the Company in any allocation in the International Offering;

26. Miscellaneous

- 26.1 any certificate signed by any officer or director of the Company and delivered to the Overall Coordinators, the Joint Sponsors or counsel for the Underwriters in connection with the Global Offering or the listing of the H Shares on the SEHK shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter; and
- 26.2 neither the Company nor the Controlling Shareholders has any reason to believe that any principal investigators, customer or supplier of the Company and/or the Subsidiaries is considering ceasing to deal with the Company and/or the Subsidiaries (as applicable) or reducing the extent or value of its dealings with the Company and/or the Subsidiaries, except where the cessation or the reduction of which would not reasonably expected to, individually or in the aggregate, have a Material Adverse Effect.

Part B

Additional representations and warranties of the Controlling Shareholders

The Controlling Shareholders jointly and severally represent, warrant and undertake 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:

- (i) each of the Hong Kong Prospectus and the Formal Notice and the Preliminary Offering Circular does not and will not, in each case as it relates to the Controlling Shareholders, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- (ii) each of the Controlling Shareholders (so far as he or she is a natural person) is of full age and sound mind, fully understands the contents of this Agreement, the International Underwriting Agreement and any Operative Documents to which he or she is a party and has obtained independent legal advice with respect to this Agreement, the International Underwriting Agreement and any Operative Documents to which he or she is a party and the transactions contemplated thereby prior to his or her execution and delivery of this Agreement, the International Underwriting Agreement and any Operative Documents to which he or she is a party and has acted independently and free from any undue influence by any person;
- (iii) each of the Controlling Shareholders (so far as it is an entity) has been duly established and is validly existing under the Laws of the PRC and has been duly qualified to transact business;
- (iv) each of the Controlling Shareholders has the legal right, power and authority (corporate and other) to own, use and operate his/her/its properties and assets and conduct his/her/its business, and is in good standing (where applicable) under the Laws of each other jurisdiction in which he/she/it owns properties or conducts any business so as to require such qualification;
- (v) each of this Agreement and the International Underwriting Agreement has been duly authorised, executed, and delivered by each of the Controlling Shareholders and constitute a valid and legally binding agreement of the Controlling Shareholders, enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency fraudulent transfer, reorganisation, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles;
- (vi) the execution and delivery by or on behalf of each of the Controlling Shareholders of, the performance by each Controlling Shareholder of its obligations under this Agreement and the International Underwriting Agreement, and the consummation by each of the Controlling Shareholders of the transactions contemplated herein did not, do not and will not: (A) contravene any provision of applicable Law; or (B) contravene the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, agreement, note, lease or other agreement, obligation or instrument binding upon each Controlling Shareholder; or (C) contravene any judgment, order or decree of any governmental body, agency or court having jurisdiction over each Controlling Shareholder or contravene any law, rule or regulation to which each Controlling Shareholder or any of his/her/its properties is bound; or (D) result in the creation or imposition of any Encumbrance

upon any assets of each Controlling Shareholder; or (E) in relation to the Controlling Shareholders which is a corporate entity or a limited partnership, contravene the memorandum and articles of association or other organisational or constitutional documents of them;

- (vii) all Governmental Authorisations required for the performance by each Controlling Shareholder of his/her/its obligations hereunder have been obtained or made and are in full force and effect;
- (viii) none of the Controlling Shareholders, his/her/its Affiliates, any of their (where applicable) respective directors, officers, agents or, to such Controlling Shareholders' best knowledge, employees, or any person acting on behalf of any of them, has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities; or (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares;
- (ix) none of the Controlling Shareholders, its affiliates, any of their (where applicable) respective directors, officers, agents or, to such Controlling Shareholders' best knowledge, employees (A) has taken or facilitated, or will take or facilitate, directly or indirectly, any action that is designed to, has constituted or might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company or any Subsidiary to facilitate the sale or resale of the Offer Shares or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance, or would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, or has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise;
- (x) there has been no petition filed, order made or effective resolution passed for the bankruptcy, liquidation or winding up (as the case maybe) of any of the Controlling Shareholders. None of the Controlling Shareholders has made any voluntary arrangement with any of their respective creditors or is insolvent or unable to pay their respective debts as they fall due;
- (xi) no step has been taken by any person with a view to the appointment of an administrator, (or equivalent in the relevant jurisdiction), whether out of court or otherwise, and no receiver has been appointed in respect of the whole or any part of any of the respective property, assets and/or undertaking of the Controlling Shareholders; and
- (xii) the choice of law provisions set forth in this Agreement will be recognised by the courts of Hong Kong and the PRC; each of the Controlling Shareholders can sue and be sued in his/her/its own name under the Laws of Hong Kong and the PRC; the agreement of the Controlling Shareholders to resolve any dispute by arbitration at the HKIAC, the agreement to treat any decision and award of the HKIAC as final and binding on the parties to this Agreement, the irrevocable submission by the Controlling Shareholders to the jurisdiction of any Hong Kong Court, the agreement

that each party to this Agreement shall have the option to defer any dispute arising out of or in relation to the obligations of each of the Controlling Shareholders under this Agreement to arbitration, the waiver of sovereign immunity 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 Hong Kong and the PRC and will be respected by the courts of Hong Kong and the PRC; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong and the PRC are concerned, to confer valid personal jurisdiction over the Controlling Shareholders; and any judgment obtained in a Hong Kong Court arising out of or in relation to the obligations of each of the Controlling Shareholders under this Agreement will be recognised and enforced in the courts of Hong Kong and the PRC subject to the conditions described under the caption “Enforceability of Civil Liabilities” in each of the Pricing Disclosure Package and the Offering Circular.

SCHEDULE 4
CONDITIONS PRECEDENT DOCUMENTS

Part A

1. Four certified true copies of the resolutions of the Board (or a meeting of a duly authorised committee of the Board):
 - 1.1 approving and authorising this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - 1.2 approving the Global Offering and any issue of H Shares pursuant thereto;
 - 1.3 approving and authorising the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;
 - 1.4 approving and authorising the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong;
 - 1.5 approving the Verification Notes.
2. Four certified true copies of the resolutions or minutes of extraordinary general meeting of the shareholders of the Company in relation to the Global Offering as referred to in Appendix IV to the Hong Kong Prospectus.
3. Four certified true copies of the resolutions of the board of directors (as applicable) of each of the Controlling Shareholders, which is not a natural person, approving, among other things, this Agreement, the International Underwriting Agreement and all other documents as may be required to be executed by each of them in connection with the Global Offering and the execution on its behalf and its performance of, its obligations hereunder and thereunder.
4. Two copies in electronic form of the Hong Kong Prospectus duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, four certified true copies of the relevant powers of attorney.
5. Four certified true copies of each of the responsibility letters, powers of attorney (except as already provided in item 4 above) and statements of interests signed by each of the Directors.
6. Four certified true copies of the service contracts (or letters of appointment in respect of the independent non-executive Directors) of each of the Directors and the Supervisors.
7. Four copies of each of the contracts referred to in the section of the Hong Kong Prospectus headed “Appendix IV – Statutory and General Information –Further Information about our Business –Summary of Material Contracts” (other than this Agreement) duly signed by the parties thereto.

8. Four certified true copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus and the authorisation to register the Hong Kong Prospectus issued by the SEHK.
9. Four copies of the written preliminary notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).
10. Four originals of the memorandum of profit forecast and the working capital forecast approved by the board of Directors.
11. Four signed originals of the accountants' report of the Group from the Reporting Accounts dated the Hong Kong Prospectus Date, the text of which is contained in Appendix I to the Hong Kong Prospectus.
12. Four signed originals of the letters from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company and copying the Joint Sponsors and the Overall Coordinators, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters 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. Four 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 of the Company, the text of which is contained in Appendix II to the Hong Kong Prospectus.
14. Four signed originals of the comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover the various financial disclosures contained in the Hong Kong Prospectus.
15. Four certified true copies of the letter from the Reporting Accountants, 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.
16. Four certified true copies of the letters of the Company's PRC Counsel, dated the Hong Kong Prospectus Date consenting to the issue of the Hong Kong Prospectus with the inclusion of references to it and of its opinion in the form and context in which they are included.
17. Four signed originals of the legal opinions of the Company's PRC Counsel as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
18. Four signed originals of the due diligence report dated the Hong Kong Prospectus Date from the Company's PRC IP Counsel, relating to PRC intellectual property matters of the Group in the PRC, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
19. Four signed originals of the PRC FTO report dated the Hong Kong Prospectus Date from the Company's PRC IP Counsel, relating to freedom-to-operate analysis of the

core product of the Group in the PRC, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

20. Four signed originals of the US FTO report dated the Hong Kong Prospectus Date from the Company's US FTO Counsel, relating to freedom-to-operate analysis of the core product of the Group in the US, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
21. Four signed originals of the due diligence reports and legal opinions of the Company's US Local Counsel in respect of the Company's subsidiary in the United States, dated the Hong Kong Prospectus Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
22. Four signed originals of the legal opinions of the Underwriters' PRC Counsel as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinator.
23. Four signed originals of the memorandum of advice from the Company's International Sanctions Counsel, dated the Hong Kong Prospectus Date and relating to International Sanctions laws in connection with the listing.
24. Four signed originals of the internal control report prepared by the Internal Control Consultant, dated 24 December 2024.
25. Four certified true copies of the letter from the Industry Consultant, dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to it and of its opinion in the form and context in which they are included.
26. Four signed originals of the report from the Industry Consultant, dated the Hong Kong Prospectus Date.
27. Four signed originals of the Verification Notes for the Hong Kong Prospectus, each duly signed by or on behalf of each person to whom responsibility is therein assigned (other than the Overall Coordinator).
28. Four certified true copies of the Receiving Banks Agreement duly signed by the parties thereto.
29. Four certified true copies of the Registrar Agreement duly signed by the parties thereto.
30. Four certified true copies of the Articles of Association.
31. Four certified true copies of the undertaking from the Controlling Shareholders to the SEHK pursuant to Rule 10.07 of the Listing Rules.
32. Four certified true copies of the undertaking from the Company to the SEHK pursuant to Rule 10.08 of the Listing Rules.
33. Four certified true copies of the certificate issued by Chan Siu On of Toppan Nexus Limited to the Registrar of Companies in Hong Kong relating to the translation of the Hong Kong Prospectus and the Formal Notice.

34. Four certified true copies of the compliance adviser agreement between the Company and the compliance adviser.
35. Four certified copies of the business license of the Company dated 24 October 2025.
36. Four certified copies of the business registration certificate of the Company, the certificate of registration of the Company under Part 16 of the Companies Ordinance and all certificates of registration of alteration of name of the Company.
37. Four copies of notification issued by the CSRC dated 19 November 2026 confirming the completion of CSRC filing procedures in connection with the application for listing of the H Shares on the SEHK.

Part B

1. Four signed originals of the comfort letter from the Reporting Accountants, dated the date of the Offering Circular and addressed to the Overall Coordinators and the International Underwriters and the bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Overall Coordinator, which letters shall cover the various financial disclosures contained in each of the Pricing Disclosure Package and the Offering Circular.
2. Four signed originals of the bringdown comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover the various financial disclosures contained in the Hong Kong Prospectus.
3. Four signed originals of the legal opinions of the Company's PRC Counsel, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (including a bring-down opinion of the opinion in item 16 of Part A).
4. Four signed originals of the legal opinion of the Underwriters' PRC Counsel, addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (including a bring-down opinion of the opinion in item 22 of Part A).
5. Four signed originals of the legal opinion as to United States law of the Company's HK & US Counsel, addressed to the representatives of the International Underwriters and the other International Underwriters as set forth in Schedule I of the International Underwriting Agreement and dated the Listing Date, and in form and substance satisfactory to the Joint Global Coordinators.
6. Four signed originals of the legal opinion as to Hong Kong law of the Company's HK & US Counsel, addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinator.
7. Four signed originals of the legal opinion as to United States law of the Underwriters' HK & US Counsel, addressed to the Overall Coordinators and the International Underwriters and dated the Listing Date, and in form and substance satisfactory to the Overall Coordinator.

8. Four signed originals of the legal opinion as to Hong Kong law of the Underwriters' HK & US Counsel, addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinator.
9. Four signed originals of the due diligence report dated the Listing Date from the Company's PRC IP Counsel, relating to PRC intellectual property matters of the Group in the PRC and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinator.
10. Four signed originals of the PRC FTO report dated the Listing Date from the Company's PRC IP Counsel, relating to freedom-to-operate analysis of the core product of the Group in the PRC, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
11. Four signed originals of the due diligence reports and legal opinions of the Company's US Local Counsel in respect of the Company's subsidiaries in the United States, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
12. Four signed originals of the memorandum of advice from the Company's International Sanctions Counsel, dated the Listing Date addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinator.
13. Four signed originals of the certificate of the chairman of the Board, executive Director and the general manager, and the chief financial officer of the Company, dated the Listing Date, and in agreed form, 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.
14. Four signed originals of the certificate of each of the Controlling Shareholders, dated the Listing Date, and in agreed form, which letter shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of such Controlling Shareholder contained in this Agreement.
15. Four signed originals of the certificate of the chairman of the Board, executive Director and the general manager and the chief financial officer of the Company, dated the Listing Date, and in agreed form, which certificate shall cover financial, operational and business data contained in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants.
16. Four signed originals of the certificate of the joint company secretaries of the Company, dated the Listing Date, in the form set forth in a Schedule to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
17. Four certified true copies of Form F (Declaration of Compliance) submitted to the SEHK.
18. Four certified true copies of the written resolutions by or meeting minutes of the authorized attorneys of the Board approving the determination of the final Offer Price, the basis of allocation and the allotment and issue of the Offer Shares to the allottees.
19. Four copies of the letter from the SEHK approving the listing of the Shares.

20. Four signed originals or certified true copies of the Price Determination Agreement duly signed by the parties thereto.

SCHEDULE 5

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.eipo.com.hk or by giving electronic application instructions through FINI complying in all respects with the terms set out in the section headed "How to apply for Hong Kong Offer Shares" in the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Records of such applications will have to be provided to the Overall Coordinators (for itself and on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must be identified with the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly indicated on the applications "Hong Kong Underwriter's Application", to the extent applicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 6

PROFESSIONAL INVESTOR TREATMENT NOTICE

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

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

2. As a consequence of your categorisation as a Professional Investor, we are not required to fulfil certain requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the “**Code**”) and other Hong Kong regulations. While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.
 - 2.1 Client agreement

We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.
 - 2.2 Risk disclosures

We are not required by the Code to provide you with written risk warnings in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.
 - 2.3 Information about us

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

2.4 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

2.5 Information about clients

We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.

2.6 Nasdaq–Amex Pilot Program

If you wish to deal through the SEHK in securities admitted to trading on the SEHK under the Nasdaq–Amex Pilot Program, we are not required to provide you with documentation on that program.

2.7 Suitability

We are not required to ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives.

2.8 Investor characterisation/disclosure of transaction related information

We shall not be subject to the requirements of paragraph 5.1A of the Code relating to know your client investor characterisation and paragraph 8.3A of the Code relating to disclosure of transaction related information.

3. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
4. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
5. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Professional Investor.
6. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.